

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

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**REQUEST FOR PROPOSAL****ADP RFP 10-09**

You are invited to review and respond to this, Treatment and Recovery Technical Assistance and Training RFP for Improving Alcohol and Other Drug (AOD) Treatment and Recovery Services to California's Underserved Populations Using Culturally and Linguistically Appropriate Strategies.

In submitting your proposal, you must comply with the instructions in this RFP.

This RFP contains a copy of California State "Standard Agreement Language" that will be used to develop a contract between the successful bidder and the Department of Alcohol and Drug Programs (ADP). In addition, ADP will include, by reference, General Terms and Conditions and Contractor Certification Clauses, which may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

ADP will not accept changes to the Standard Agreement Contract Language or the General Terms. Therefore, please review the specified language, in its entirety, prior to submitting your proposal.

If you have questions or concerns regarding this RFP, the contact person is:

Trinidad Perez, Contract Analyst
Contracts Office
Department of Alcohol and Drug Programs
1700 K Street, First Floor
Sacramento, California 95811-4037
(916) 324-7667

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

Robert D. Hudspeth, Manager
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1700 "K" Street, First Floor
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STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
REQUEST FOR PROPOSALS

(ADP RFP 10-09)

Treatment and Recovery Technical Assistance and Training for Improving Alcohol and Other Drug (AOD) Treatment and Recovery Services to California's underserved populations using culturally and linguistically appropriate strategies.

SYNOPSIS

This is a Request for Proposals (RFP) to provide technical assistance (TA) and training on increasing the cultural and linguistic competencies of alcohol and other drug treatment (AOD) and recovery service agencies. The result of this TA will be to increase AOD agency readiness to provide culturally and linguistically appropriate services (CLAS) in accordance with the CLAS Standards and other cultural competence best practice models, including but not limited to, training on providing AOD services to targeted populations based on the individual needs of clients.

The Department of Alcohol and Drug Programs (ADP) is soliciting proposals from bidders who possess strong skills, knowledge and abilities to provide technical services in accordance with the CLAS standards and other cultural competence best practice model.

This Proposal is 100% federally funded. Contingent on federal funding; the contract period will be for three years, continued funding of the second and third year is at the discretion of the Department of Alcohol and Drug Programs (ADP), and is contingent upon the availability of funds and performance of services to the satisfaction of ADP.

Bids should be submitted for an amount up to, but not to exceed, **\$3,708,324** for the three year contract term. Except for changes allowed in Section 1.5 – the total cost of this contract cannot exceed **\$3,708,324** for the three year term.

ADP will accept a single proposal from a bidder who has joined with one or more vendors for the purpose of combining diverse demographic knowledge that can be used to meet the variety of goals set forth in this RFP.

The bidder must comply with non-discrimination and drug-free workplace requirements.

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1.0 INTRODUCTION & OVERVIEW OF BID REQUIREMENTS

1.1 DEFINITIONS

See Attachment I, for definitions related to this RFP.

PURPOSE:

The purpose of this RFP is to fund one agency to provide training and technical assistance (TA) to increase local and statewide alcohol and other drug (AOD) agencies' readiness and ability to provide culturally and linguistically appropriate services (CLAS) in accordance with the CLAS Standards and other cultural competence best practice models. Including, but not limited to, training on providing AOD services to targeted populations based on the individual needs of clients/consumers.

1.2 GOAL

It is the goal of ADP to provide training and TA to enhance the readiness and ability of AOD agencies to deliver culturally and linguistically appropriate services to diverse populations, thereby reducing barriers to, and improving the quality of, AOD treatment and recovery support services in California. The training and TA will be tailored to the AOD agency's assessed needs, functional activities of the workforce, and the needs of the populations they serve. It will also be directed toward the level of training needed by the agency and be consistent with a learning collaborative approach to adult learning. Readiness assessment, training and TA will be made available to any AOD agency who requests it, regardless of its size, geographic location, religious affiliation, certification/licensure status, or organizational status (profit, non-profit, etc.).

Training and TA will emphasize the following elements as described in Standard 3 of the *National Standards for Culturally and Linguistically Appropriate Services in Health Care, Final Report*, U.S. Department of Health and Human Services, Office of Minority Health, March 2001:

"CLAS Standard 3: Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery:

- *Effects of differences in the cultures of staff and patients/consumers on clinical and other workforce encounters, including effects of the culture of American medicine and clinical training;*
- *Elements of effective communication among staff and patients/consumers of different cultures and different languages, including how to work with interpreters and telephone language services;*
- *Strategies and techniques for the resolution of racial, ethnic, or cultural conflicts between staff and patients/consumers;*
- *Health care organizations' written language access policies and procedures, including how to access interpreters and translated written materials;*

- *Applicable provisions of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, 45 C.F.R. §80.1 et seq. (including Office for Civil Rights Guidance on Title VI of the Civil Rights Act of 1964, with respect to services for (LEP) individuals (65 Fed. Reg. 5276252774, August 30, 2000);*
- *Health care organizations' complaint/grievance procedures;*
- *Effects of cultural differences on health promotion and disease prevention, diagnosis and treatment, and supportive, rehabilitative, and end-of-life care;*
- *Impact of poverty and socioeconomic status, race and racism, ethnicity, and sociocultural factors on access to care, service utilization, quality of care, and health outcomes; differences in the clinical management of preventable and chronic diseases and conditions indicated by differences in the race or ethnicity of patients/consumers; and*
- *Effects of cultural differences among patients/consumers and staff upon health outcomes, patient satisfaction, and clinical management of preventable and chronic diseases and conditions."*

To accomplish this, ADP intends to contract with an appropriate organization that, through its proposal, demonstrates the necessary high level detailed understanding of proven training techniques, high quality curriculum standards, skill, abilities and knowledge of evidence based and promising practices; that will enable it to provide a broad scope of CLAS and culturally competent training and TA to local and statewide organizations, including non-traditional providers. TA and training may also be provided to ADP.

1.3 BACKGROUND

ADP is the primary State agency responsible for the system of AOD treatment and recovery services in California. In cooperation with county governments, numerous private and public organizations, and individuals, ADP provides leadership and coordination for planning, development, implementation, and evaluation of a comprehensive statewide system of care. ADP is required under Section 11831.5 (b) of the Health and Safety (H & S) Code, to assure program quality is in compliance with appropriate standards.

California has one of the most diverse populations in the United States. It is a population that consists of many different and distinctive groups of people that have unique ethnic and cultural values, social morals, languages, and sexual orientation. However, responding with culturally and linguistically appropriate services can be challenging for AOD agencies, which can contribute to service access barriers and low retention rates. Many individuals never receive the services they need, or they do not get help until their problems are more advanced. This happens because they fear they will receive poor services, or that the service providing staff may lack understanding of their culture and/or life situations.

In 2000, the U.S. Department of Health and Human Services' Office of Minority Health (OMH) issued national standards to help ensure that all people entering the health care system receive equitable and effective treatment in a culturally and linguistically appropriate manner. These standards for culturally and linguistically appropriate services (CLAS) were developed to correct inequities that currently exist in the provision of health services and to make those services

more responsive to the individual needs of all clients/consumers. The standards are inclusive of all cultures and not limited to any particular population group or sets of groups. However, they are especially designed to address the needs of racial, ethnic, and linguistic population groups that experience unequal access to health services. Ultimately, the aim of the standards is to contribute to the elimination of racial and ethnic health disparities and to improve the health of all Americans.

In 2008, ADP developed a Cultural Competency Quality Improvement (CCQI) Strategic Plan adopted from the OMH's CLAS standards. The plan supports ADP's vision, mission, core programs, and overall strategic goals. Additionally, it provides direction and guidance for the AOD treatment field on strategies to plan and support culturally appropriate services. (The draft CCQI plan can be downloaded from ADP's website at: http://www.adp.ca.gov/director/pdf/ccqi_sp.pdf).

This RFP addresses ADP's commitment to proactively improve the cultural and linguistic competency among the agencies and organizations that provide AOD services to Californians.

1.4 MINIMUM QUALIFICATIONS OF BIDDER

- A. The bidder and any of the bidder's subcontractor(s) must have experience in developing, managing and delivering statewide TA programs.
- B. The bidder and any of the bidder's subcontractor(s) must be a public or private organization not debarred or otherwise prohibited by the State of California or the federal government from being awarded grants or contracts.
- C. Private nonprofit organizations must include evidence of their organization's and their subcontractor's nonprofit status with their proposal see Section 5.2, C for acceptable evidence of an organization's non-profit status.
- D. The bidder must demonstrate the organizational capacity and ability to abide by the contract terms, conditions and provisions, and provide assurances to ensure that all subcontractor(s) will do the same.
- E. In addition, subcontractors and individual consultants must abide by and are held to the contractual requirements regarding material development.
- F. ADP will accept a single proposal from a bidder who has joined with one or more vendors for the purpose of combining diverse demographic knowledge that can be used to meet the variety of goals set forth in this RFP.

1.5 FUNDING PERIOD AND FUNDING CHANGES

- A. The contract term will be from January 1, 2011 or the contract execution date, whichever is later, to December 31, 2013 (approximately 36 months). Bids should be submitted for up to \$3,708,324 for a contract term of 3 years.

Note: The first year (or Year 1) of the contract is recognized as starting from January 1, 2011 or the contract execution date, whichever is later, through December 31, 2011. The second year (or Year 2) is recognized as January 1, 2012 through December 31, 2012. The third year (or Year 3) is recognized as January 1, 2013 through December 31, 2013.

- B. The funding period covers a term of three years from either the start date of the contract or the date the contract is fully executed, whichever is later. Funding of the second and third year is based upon the Contractor's performance, availability of funds, and if ADP elects to continue the contract. ADP reserves the right to terminate this contract, without cause, after a 30-day notice to the Contractor, when it is in the best interest of the State. In addition, ADP may terminate or suspend this contract to comply with an Executive Order issued by the Governor of California.
- C. If additional funds are available, ADP may amend the contract to increase the contract amount up to 30% in each fiscal year, to provide the same services within the scope. All invoicing against the additional funds will be at the rate specified in the current year budget.
- D. If all deliverables are delivered and accepted, and contract funds remain unexpended at the end of the fiscal year, the contract may be amended to allow the unexpended funds to be added to the following year's budget. Any amendment for such unexpended funds shall not be included in the 30% limit in 1.5, C.
- E. All services shall be provided within the period of federal fund availability and invoices submitted for timely payment during the time allowed under federal rules to liquidate obligations.
- F. Funding period and additional funds may be amended per optional tasks as outlined:

In the future, the Contractor may be asked to complete optional tasks. Option(s) for additional services under the contract may be exercised at the sole discretion of ADP. Include these options in your technical response and in your cost proposal. The tasks are as follows:

Task 1. Provide the same services and deliverables for an additional year, if additional funding becomes available. Any 4th year total budget amount shall be no greater than the 3rd year budget amount. Also, the services, deliverables, and costs will be the same as those provided in the 3rd year.

Task 2. If the funds allocated under the 36 month term of the contract are not fully expended, and are still available for expenditure, continue providing services for up to 12 months or until the funds are fully expended, whichever is sooner. The services, deliverables, and costs will be the same as those provided in the 3rd year.

1.6 **AWARD OF CONTRACT**

- A. Following the selection process to determine which bidder, if any, is to be an award recipient, a contract will be prepared between the selected bidder and ADP. The contract will be based upon the Technical Proposal, Cost Proposal, all criteria contained in this RFP, the State Administrative Manual, the State's General Terms and Conditions (GTC 610) that may be viewed at Internet site: www.ols.dgs.ca.gov/standard+language and applicable provisions of the Government Code, the Public Contract Code and any Federal requirements.
- B. Attachment II (Sample Contract), lists other provisions that will be included in the contract. **ADP does not accept alternate contract language from a prospective Contractor.** A proposal with such language will be considered a counter proposal and will be rejected.
- C. Upon award of the Agreement, Contractor must complete and submit to ADP the payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf> under the heading Standard Forms, Fill & Print Standard Forms. No payment shall be made unless a completed STD 204 has been returned to ADP.
- D. Upon award of the Agreement, Contractor must sign and submit to the awarding agency, the Contractor Certification Clauses (CCC 307) which can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.
- E. Upon award of the Agreement, a Statement of Economic Interests Form may be required of selected bidder's staff, or subcontractor's staff who are "consultants" as defined in the Political Reform Act of 1974. These disclosures would include the following: All interests in real property, investments, business positions, and sources of income, including gifts, loans, and travel payments. The Statement of Economic Interest Form (Form 700) can be found at <http://www.fppc.ca.gov>, please use the "Form 700 (2009/10)" link/version. When required, Form 700 must be filed within 30 days of the contract's effective date.
- F. Upon award of the agreement, Contractor may be required to disclose any lobbying activities.

1.7.0 **SCOPE OF THE RFP**

1.7.1 **ADMINISTRATIVE STRUCTURE**

The Contractor is required to follow ADP's administrative structure and to work with, and get approval from, ADP in all phases of the contract including, but not limited to the following:

- A. Obtain written pre-approval from ADP on all products, reports or materials developed or used during the term of the contract.
- B. Submit written monthly progress reports no later than 15 days following the last day of the reportable month. The monthly report shall include pertinent information on monthly activities or objectives such as relevant data (statistical and anecdotal), the number of individuals and or agencies served, marketing strategies, problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, etc. Monthly reports shall accompany invoices for payment. (See Attachment VI, Monthly Report Format, for sample of recommended tables). ADP reserves the right to modify reporting requirements as it deems necessary.
- C. Submit a written final report describing contract services provided and outcome evaluation results to ADP no later than 30 days after the end of each twelve month contract term. The report shall include the TA services provided and agencies served during the contract period, specific problems which were addressed, a summary of the follow-up evaluations, and the effectiveness of the Contractor's services in improving CLAS readiness.
- D. Provide ADP's Resource Center with a master hard-copy and an electronic soft-copy of any publications (manuals, books, or journals) produced under this contract.
- E. TA staff and consultants must be able to travel to California's rural and metropolitan areas. Additionally, when possible, the contractor will utilize conference calls rather than travel. The contractor shall follow standard State of California travel requirements and reimbursement limitations.
- F. Contractor shall follow all required State and federal guidelines such as:
 - 1. American Disability Act (ADA): in accordance with the California Government Code Section 11135 and Title II, ADA federal statute 12131 requirements, publications that are made available through this contract must include the following statement: "this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability."
 - 2. Limited English Proficiency (LEP): Publications must be made available in other languages if requested by a person with limited English proficiency. Contractor is responsible for providing publications in alternative formats.
- G. Select training event locations that meet federal accessibility requirements for persons with disabilities.

Note: Event notices must include the following statement:

“If you need a disability-related reasonable accommodation and/or alternative format for this event, please contact (name) at (phone number, email address, and TDD number) by (a date up to two weeks prior to the event)”.

Contractor is responsible for providing any needed disability-related reasonable accommodations/alternative formats.

- H. Contractor will not be allowed to charge participants a fee for services, materials, training events, or postage and handling of deliverables, or ask participants whether they have the ability to pay for these costs.
- I. Contractor will provide a technical assistance application as shown in Attachment III, Technical Assistance Application to all agencies, facilities, organizations, and or parties requesting TA and training.
- J. If there is any question about whether a service request is within the scope of services, obtain prior clarification from ADP. ADP will deny payment for services performed outside the contract's Scope of Work.
- K. Audit Requirements

This Audit Requirements provision does not limit the right of the Department or the State to conduct a separate audit at its discretion, nor does it relieve the contractor from complying with the audit requirements of the General Terms and Conditions (GTC 610), that may be viewed at Internet site: www.ols.dgs.ca.gov/standard+language.

The Contractor agrees to obtain one of the following audits, in accordance with the contractual or statutory requirements governing the amount or source of the funding:

1. If the Contractor expends \$500,000.00 or more in funds received from ADP from the total of all contracts or grants in its fiscal year, the Contractor agrees to obtain for that year a limited scope fiscal audit of all funds received from the Department. The audit will be conducted according to Generally Accepted Governmental Auditing Standards. The audit shall be completed by the 15th day of the 5th month after the close of the Contractor's fiscal year. This audit does not fulfill audit requirements of Paragraph 2, below.
2. If the Contractor's expends \$500,000.00 or more in federal funds, Contractor agrees to obtain an audit in accordance with this paragraph. If the Contractor's expenditure of funds are normally included in its organization's annual compliance audit conducted according to the requirements specified in Office of Management and Budget (OMB) Circular A-133, entitled Audits of States, Local Governments, and Non-

Profit Organizations, the Contractor agrees to continue to include funds expended as a result of this federally-funded contract in that audit. This audit shall be completed by the end of the 9th month following the end of the audit period. The requirements of this provision apply if:

- a. The Contractor is a recipient expending federal awards received directly from any federal awarding agencies, or
- b. The Contractor is a sub recipient expending federal awards received from a pass-through entity such as the State, County, or community-based organization.

This audit fulfills the requirements of Paragraph 1.

3. The cost of the required audit may be charged either as a direct cost or an indirect cost. The way the cost is charged must be consistent with the Contractor's policies, regulations, and procedures that apply to both federal funds and other activities of the Contractor. A cost may not be direct cost if another cost incurred for the same purpose, in similar circumstances is allocated as an indirect cost. Likewise, a cost may not be assigned as an indirect cost if another cost incurred for the same purpose, in similar circumstances is allocated as a direct cost.

If the audit is charged directly, the budget for each year must clearly identify funds set-aside for the audit. If the audit is charged as an indirect cost, the justification for the indirect cost line-item must clearly indicate that the audit is included in the approved indirect cost rate.

4. Two copies of the final audit report shall be delivered to the ADP Contract Representative within 30 days after the completion of the audit. The ADP Contract Representative will forward a copy of the report to the ADP's Audit Services Branch.
5. If the contract period for any ADP federally funded contract will expire before the audit deadlines specified in Paragraphs (1) or (2), then that contract, for that year, may be excluded from an audit if the total expenditures under the expiring contract do not exceed the \$500,000 threshold for that fiscal year. However, funds expended under that contract in that year shall be used to determine the expenditure threshold for audits of other contracts. If the expenditures under the expiring contract do exceed the \$500,000 dollar threshold an audit will still be required as specified in Paragraphs (1) or (2).

1.7.2 DELIVERABLES

The Selected Contractor will be required to complete the following work using innovative strategies, proven training techniques, effective research and development strategies, high quality curriculum standards, evidence based and

promising practices, and state of the art performance, quality improvement and evaluation methods to successfully fulfill the terms of the contract: Even though the deliverables A – H are discussed in this RFP sequentially, much of the work in this contract will be done simultaneously.

A. Assessing Agency Readiness

The Contractor shall assess the readiness of AOD agencies to provide services under a CLAS delivery model. The assessments will guide training provided under section B below, so that it is tailored to the assessed organizations' needs, functional activities of the workforce, and the needs of the population they serve. This includes the following activities:

1. Develop an assessment process and tools that are consistent with the Office of Minority Health's CLAS guidelines. The process and tools must be valid and reliable and include input from consumer advocates.
2. Provide specialized, overview training and technical assistance (TA) on the assessment process to AOD agencies.
3. Assess the CLAS readiness of at least 300 AOD agencies per year.
4. Provide opportunities and tools for AOD agencies to do self-assessments of their CLAS readiness and needs.
5. Develop and coordinate a peer review process so that AOD agencies can get input and recommendations on their CLAS readiness from other AOD agencies.
6. Inform county alcohol and drug program administrators, in writing, not less than 48 hours and/or a week or more when possible, prior to the delivery of services of any TA conducted or provided to an AOD agency located in the administrator's county.

B. Training and Technical Assistance (TA)

Using current best practices for training, the Contractor shall provide a combination of comprehensive cultural competence training and TA. For example, some training should provide a broad overview of CLAS that targets organizations for introduction of CLAS standards. Other training should be specific to organizational plans based on assessed training needs and include workforce training on the cultural awareness and sensitivity in order to provide high quality services to targeted populations and ensure the best client outcomes. Using a learning collaborative model emphasizing the AOD agency's organizational and staffing needs, the

training should include, at a minimum, the nine elements under Standard 3 of the National Standards for Culturally and Linguistically Appropriate Services in Health Care, as outlined in Section 1.2 Goal. The Contractor shall do the following:

1. Develop training curricula in coordination with appropriate agencies and organizations (AOD service agencies, AOD counselor certification agencies, client/consumer advocacy organizations, the California Association of Alcohol and Drug Program Administrators, and ADP) to ensure that all curriculum and technical assistance tools are culturally, linguistically and developmentally appropriate.
2. Collaborate, as needed, with ADP's Prevention TA contractor to ensure consistency and continuity in the TA and training provided to AOD agencies regarding approaches to providing culturally competent services.
3. Utilize trainers (staff or consultants) that have experience and expertise in cultural competence training and TA as well as specific knowledge of how to implement CLAS standards.
4. Adjust training and TA to the organization's assessed CLAS readiness level.
5. Based on the assessment of the organization's needs, use training and TA strategies that enhance AOD agency staff competencies in services to target populations such as gender, ethnicity, veterans, Lesbian, Gay, Bisexual, Transgender, and Intersex and other target populations.
6. Use innovative training and TA techniques that provide for follow-up contacts and other effective learning strategies such as learning collaboratives.
7. Provide training and TA in a safe, supportive, and culturally appropriate and non-judgmental manner.
8. Provide training and/or TA to at least 80 percent of the AOD agencies that were assessed each year (which shall be a minimum of 300 agencies as indicated above in section 1.7.2, A, 3).
9. Implement the most cost effective approaches and use administratively efficient strategies, while maintaining the highest quality standards. The contractor is expected to maximize attendance at trainings and offer live training in a way that will ensure robust participation. Training must include a variety of types of web-based trainings. In addition to having a set of self-paced, asynchronous courses which can be accessed by providers at their convenience, the contractor should offer

synchronous courses and live webinars which will allow for more interaction and dialogue between the trainer and learner. All webinars and other web cast trainings shall be archived.

10. Provide annual training to ADP staff on the CLAS Standards and on other cultural competence best practice models.
11. Provide guidance and direction to ADP on methods to adapt the CLAS Standards and help ADP achieve optimal growth in the area of cultural competence.
12. Provide a facilitator to lead and guide cultural competence based training discussions at 1-2 hour quarterly informal cultural competence training activities for ADP staff.
13. Consultation: The consultation services will be problem specific and solution focused. They will focus on improving program operations or solving a problem.
 - a. Consultation may be provided through on-site assistance, by telephone or written correspondence.
 - b. Contractor shall seek approval from ADP of all consultation requests at least 24 hours prior to the scheduled start date of services. On-site consultations should be short term in nature and not exceed five days of service unless a justification for an extension is approved in advance by ADP. Cumulative TA service requests of more than five days to one entity within one contract year must be approved by the ADP Project Representative at least 48 hrs prior to the extended period. The justification will address the following three areas:
 - Why it is necessary to extend the services;
 - Why the services were not provided in the allotted time, including a detailed accounting of the time already provided for the request; and,
 - What the consequences will be if the extension is denied.
 - c. Contractor shall maintain a telephone log of all consultation calls including date, name of contact, organization name, topic of call, and length of call (start and end times).
14. Regional Training Events
 - a. Contractor shall conduct a minimum of three regional training events, one each in Northern California, Central California and Southern California. Contractor shall ensure training events are marketed to county administrators, community colleges, providers,

counselors and other key representatives within the field to ensure maximum impact and awareness of assistance.

- b. Projected TA trainings and dates shall be included in the Project Work Plan. Contractor shall obtain approval from ADP's Project Representative 15 workdays prior to each training event. The plan must include the items listed below:
 - i. Objectives of the training;
 - ii. Outline of curriculum to be presented;
 - iii. A pre-training and post-training participant survey form to assess participants' knowledge;
 - iv. Copies of all handout materials provided to participants;
 - v. Names and resumes of presenters (substitute presenters may not be used without first gaining the approval of the ADP Project Representative;
 - vi. Occupational categories of intended participants;
 - vii. Location, date, time and agenda;
 - viii. Evaluation forms to be completed by participants. The contractor will submit the completed evaluations to the ADP Project Representative with the monthly progress report; and,
 - ix. Proposed hours for preparation time.

C. CLAS Guidelines Development

The Contractor shall develop and disseminate CLAS guidelines that identify and document evidence-based and best practice models for cultural and linguistic competency for AOD agencies. The guidelines are intended to improve standardization across the AOD treatment and recovery field, which will greatly influence client/consumer satisfaction, and improve the quality of services and positive client outcomes. Guidelines will also serve as:

- 1. An educational resource for policymakers and professionals working in AOD treatment and recovery services field;
- 2. A guide for other social services agencies and specialized courts for choosing and placing clients in effective AOD programs;

3. A benchmark for counties and programs to establish their own written cultural competence protocols for AOD treatment and recovery services based on local needs; and
4. A foundation to start the policy discussion on the development of potential AOD CLAS regulations for the State of California. The Contractor shall be responsible for the following tasks:
 - a. Establish and work with a stakeholder workgroup to develop the guidelines;
 - b. Ensure that the development processes are rigorous and documented;
 - c. Prepare a draft of the guidelines for review by stakeholders and ADP;
 - d. Make changes in response to the recommendations;
 - e. Publish and disseminate the final full guidelines.

D. Marketing

The Contractor shall develop and implement statewide marketing strategies to inform the AOD treatment and recovery field of the Contractor's services to assure statewide access and service. At a minimum, marketing strategies shall include:

1. Development and distribution of 1) a publication describing all the Contractor's services, including assessment, TA and training, library/resources, development of CLAS guidelines and opportunities for stakeholder involvement; and 2) assessment and training notices that include information on the topic, location, and how to register. Publications and event notices must specify that all services provided are under this ADP contract and are at no cost to the recipient.
2. Contractor will create a website, if one does not already exist, which will be linked to ADP's website. The website will contain information on the TA services available through this contract. Website updates shall be approved by ADP Project Representative prior to being linked and if there are significant changes made to the website.
3. Development and maintenance of a website which provides an overview of the CLAS standards, the CLAS guidelines discussed above, information available on all contractor services, including an overview, events calendar, downloadable publications, and registration forms. The site shall be hyper-linked to the ADP website and other related and appropriate sites likely to be accessed by AOD agencies, such as the Office of Minority Health. The website shall also include the information described in Section 2.1, C. All information related to ADP must be approved by ADP prior to posting on the website.

E. Research/Clearinghouse

The Contractor shall serve as a clearinghouse for research and resources on evidence-based and promising practice models in cultural competence related to the provision of AOD services and improving client outcomes. Specific activities include the following:

1. Continuously review research to identify issues, emerging trends, new approaches, effective strategies, and evidence-based models related to cultural competence. Research shall include models that address language barriers among direct service staff and the importance of having translated material for increased client/consumer understanding, participation and retention.
2. Make research findings (reports, articles, curriculum, and other reference materials) available to AOD agencies and other interested agencies by organizing them compendium style on the Contractor's CLAS website. The contractor shall work with other resources sharing venues, such as ADP's Resource Center, to ensure that AOD agencies have easy access to the information.
3. Make resource materials available in the languages of the commonly encountered groups.
4. In the monthly report, report on the research findings and how they were distributed/disseminated.

F. Performance Evaluation

The Contractor shall continuously evaluate performance in meeting the overall contract goal of improving CLAS and client outcomes among AOD agencies. Specifically, the Contractor shall do the following:

1. Distribute an evaluation form to all individuals/entities receiving services and encourage all individuals/entities to complete the form. The evaluation form shall include, at a minimum, all of the questions contained in the attached sample Attachment IV (Technical Assistance Evaluation). In addition, the Contractor shall include additional questions that will objectively assess the extent to which the recipient of training and/or TA has acquired new knowledge and/or skills. A summary of the completed evaluations shall be submitted to ADP's TA Project Coordinator with the monthly progress report.
2. Follow up with recipients of training and/or TA to assess the quality of services provided and ensure desired outcomes were achieved. The follow-up evaluation form shall be distributed to recipients within 30 days following the training and/or TA service. The follow-up evaluation form shall, at a minimum, include all of the questions contained in the

attached sample Attachment V (Technical Assistance and Training 30 Day Follow-Up Evaluation). In addition, the Contractor shall include additional questions that determine how the recipient is using the newly acquired information or skills. A summary of the completed follow-up evaluations shall be submitted to ADP's TA Project Coordinator with the monthly progress report.

3. Develop and implement a performance measurement process that identifies opportunities for continuous improvement. The process shall include a component to compare performance against internal and external standards.
4. Develop and implement an evaluation component that measures process and client outcomes among service recipients to determine the effectiveness of assessment and training and TA efforts.
5. Develop and maintain a matrix that identifies and tracks progress against contract goals and deliverables.

G. Preliminary Project Work Plan

1. The Contractor shall submit a preliminary project work plan that consists of specific and measurable objectives, detailed activities, and evaluation measures. The plan shall be subject to ADP approval, and ADP reserves the right to require additional clarification of the plan and to direct specific changes to the plan as it deems necessary to ensure desired outcomes and appropriate execution.
2. Using Attachment VII, (Sample Project Work Plan) as a guide, write three (3) complete Project Work Plans, one for each year of the contract term (years one, two and three).
3. After 60 days of the initial contract award date; the selected contractor, in conjunction with ADP, shall review and revise the Proposed Project Work Plan submitted with the RFP Proposal and resubmit a Revised Project Work Plan to the ADP Project Representative for review and approval.
4. Once approved in writing by ADP Project Representative, the Revised Project Work Plan will replace the original Proposed Project Work Plan and will become a binding part of the agreement.
5. ADP reserves the right to require an amendment of the project work plan on an annual basis, if necessary, based on Contractor's performance and completion of services meeting the intended goal throughout the contract term.

H. Administrative/Fiscal Experience and Project Budget

1. The Contractor shall possess an organizational/management structure with clear roles and responsibilities.
2. Contractor shall have sufficient prior administrative and fiscal experience to effectively implement and manage all components of the project, and the project budget along with having the capability to build upon from prior experience for this project.

2.0 TECHNICAL PROPOSAL & SCORING

The Technical Proposal describes the method, staffing and funding needed to develop and deliver services requested by this RFP.

2.1 TECHNICAL PROPOSAL SCORING & CRITERIA

The maximum score possible for the Technical Proposal is 200 points. ADP will only consider those technical proposals achieving a minimum of 140 points. This score will be determined by a Selection Review Committee. The Technical Proposal score will then be added to the Cost Proposal score and the preference points, if applicable, to determine the overall score.

Those Technical Proposals not meeting the 140 point minimum standard will not be considered for funding, and will not have their cost proposal scored.

There are eight components of this RFP. The bidder must respond to each component for the proposal to be considered complete. For each component, a description, instructions on how to complete the component, and the scoring criteria are included.

Note: Letters of reference may address multiple component requirements. A minimum of 4 letters of reference are required for this RFP.

The eight weighted components and their corresponding possible point values are as follows:

<u>Component</u>	<u>Possible Points</u>
A. Assessing Organizational Readiness.....	30
B. Training and Technical Assistance.....	40
C. Marketing.....	20
D. Research/Clearinghouse.....	20
E. CLAS Guidelines Development.....	20
F. Performance Evaluation.....	20
G. Preliminary Project Work Plan.....	20
H. Administrative/Fiscal Experience and Project Budget.....	30
Total Points	200

A. Assessing Agency Readiness Total Maximum Points: 30

Instructions

1. Describe past experience conducting needs assessments of diverse organizations, including how consumers were involved in the process and how the results were utilized to conduct the project. Include at least one letter of reference to support the example.
2. Describe how AOD agency readiness to provide services under a CLAS delivery model will be assessed. Include a description of the following:
 - a. The process(es) and tool(s) the bidder will utilize for assessing readiness, and evidence that they are valid and reliable;
 - b. Strategies to identify and engage potential AOD agencies to be assessed;
 - c. How the bidder will involve consumer advocates and the community in the process;
 - d. The role of targeted populations in the process, tools, and ongoing assessments;
 - e. A peer review process that is beneficial and avoids conflict of interest, and;
 - f. Estimated timeline for initiation of assessment services.
3. Estimate how many AOD agencies will be assessed and how they will be inclusive of all agencies regardless of size, geographic location, religious affiliation, or organizational status (profit, non-profit, etc.).

Scoring Criteria

1. The bidder demonstrates (through its narrative and letter(s) of reference) a strong history of collaborating with diverse ethnic and cultural groups, and that they have experience conducting needs assessments in their community, identifying needs for priority populations, and involving consumers and various community members and groups in the process.
2. The bidder demonstrates that they are familiar with various tools and processes for assessing CLAS readiness and have chosen specific tool(s) and process (es) based on validity and consistency with Office Minority Health guidelines.
3. The bidder demonstrates that they have an understanding of the differing levels of CLAS readiness they may encounter among various organizations

and that they will adjust their assessment processes and tools to accommodate those various levels.

4. The bidder demonstrates the capability to implement and coordinate a quality peer review process.
5. The bidder's estimated number of agencies to be assessed as appropriate and includes an assurance that services will be made available statewide and to a variety of AOD agencies.
6. The bidder provides an estimated timeline for implementation of the assessment services.

B. Training and Technical Assistance (TA) Total Maximum Points: 40

Instructions

1. Provide an example demonstrating the bidder's capacity to provide cultural competence training and TA to a variety of agencies and organizations throughout the state, including nontraditional organizations. Include at least one letter of reference to support the example.
2. Describe how the bidder will collaboratively develop training curricula and tools that comprehensively address the ten elements of the CLAS Standard 3 and are culturally, linguistically, and developmentally appropriate.
3. Describe the staff and/or consultants' qualifications to train on CLAS standards, or how the agency will identify and recruit qualified trainers, including the criteria for selecting trainers.
4. Describe how training and TA will be guided by the organizational assessment, including how training and TA strategies will address an organization's needs related to serving specific targeted populations.
5. Describe the training and TA practices, methods, approaches, and strategies that will be utilized, based on the best practices in adult learning. Describe how these approaches will save costs while maintaining quality.
6. Describe innovative training and TA techniques that will be utilized, including, but not limited to, learning collaboratives.
7. Describe plans for the number of training events and days, number of provider organizations to be trained, number of attendees per training, and locations and/or venues of training. The plan shall include training of at least 300 AOD agencies per year.
8. Include a timeline for implementation of training and/or TA.

Scoring Criteria

1. The bidder demonstrates (through its narrative and letter(s) of reference) prior experience providing cultural competence training and TA to a wide variety of individuals and organizations.
2. The bidder demonstrates the capacity to develop, in collaboration with other agencies, training curricula and tools that are culturally, linguistically, and developmentally appropriate.
3. The bidder demonstrates that its staff, consultants, and trainers have the necessary education, training, and experience with CLAS standards and utilizing best practices for training and TA strategies.
4. The bidder demonstrates that the results of organizational assessments will guide how training and TA is adjusted to meet specific organizational needs.
5. The bidder demonstrates the capacity to successfully implement cost-effective and innovative training and TA strategies and high quality curriculum standards.
6. The bidder demonstrates the ability to develop and implement a strong training and TA plan.

C. Marketing Total Maximum Points: 20

Instructions

1. Provide an example demonstrating the bidder's capacity to market their services statewide to a wide and diverse group of potential customers/clients. Include at least one letter of reference to support the example.
2. Describe the proposed marketing publication(s) the bidder will develop and how it will be distributed/disseminated. Describe any other methods and/or materials the bidder will use to market their services and include a timeline for when the publication(s) will be released.
3. Describe how assessment and training events will be advertised.
4. Describe how the bidder would develop and maintain a CLAS-related website. Describe what information and resources would be made available. Describe how the website will be designed to be accessible to persons with visual impairments and potentially what agencies' websites will be hyperlinked to the CLAS website. Include a timeline for when the website will be available.
5. Describe how events will be marketed to county administrators, community colleges, k-12 high schools providers, counselors, and other key

representatives within the field. Describe how training presenters will be selected and the criteria for selecting trainers.

Scoring Criteria

1. The bidder demonstrates (through its narrative and letter(s) of reference), at least one prior successful effort to market its services statewide to a broad and diverse group of potential service providers.
2. The bidder demonstrates a complete understanding of, and capacity to implement, marketing strategies that will be successful in increasing awareness and the use of, the available CLAS services.
3. The bidder demonstrates the capacity to develop and maintain a website that contains comprehensive information on CLAS-related services and resources.

D. Research/Clearinghouse Total Maximum Points: 20

Instructions

1. Provide an example demonstrating the bidder's capacity to research and disseminate evidence-based and promising practice models. Include at least one letter of reference to support the example.
2. Describe how the bidder will conduct CLAS-related research and how the findings will be made available. Include a timeline for when the first findings will be made available.
3. Describe how the bidder will ensure that research and other resources are made available in various languages and for the visually impaired.

Scoring Criteria

1. The bidder demonstrates (through its narrative and letter(s) of reference) a strong history of identifying, researching, and disseminating evidence-based and best practice models, trends, and emerging issues.
2. The bidder demonstrates the capacity to successfully implement and maintain a comprehensive, up-to-date, and readily accessible clearinghouse of appropriate and relevant resources related to CLAS.

E. CLAS Guidelines Development Total Maximum Points: 20

Instructions

1. Identify potential stakeholders and describe how the bidder will engage and involve those stakeholders in the guideline development process.

2. Describe the various stages of development and identify when and how stakeholder contributions will be considered and/or included.
3. Describe how the bidder will collaborate with ADP to share skills, resources, and avoid duplication of effort. Include the process for ADP input and approval.
4. Include a preliminary timeline for the development process.

Scoring Criteria

1. The bidder demonstrates the capacity to facilitate consensus among a multidisciplinary and representative group of stakeholders.
2. The bidder demonstrates the capacity to plan, implement and oversee a guidelines development process that includes systematic review of research evidence, contributions of experts, and accurate and transparent documentation.

F. Performance Evaluation Total Maximum Points: 20

Instructions

1. Include a comprehensive description of how the bidder will evaluate contract performance and make continuous process improvements based on measured outcomes.
2. Propose goals for achievements that can be objectively measured (such as a 50 percent increase in client retention among at least 75 percent of the agencies who received training).
3. Include samples of the bidder's initial and follow up evaluation forms and the progress matrix.

Scoring Criteria

1. The bidder demonstrates the capability to collect and analyze the appropriate information to measure the effectiveness of services provided.
2. The bidder includes specific, realistic and measurable goals for improvement among the AOD agencies who receive training and/or TA.
3. The bidder demonstrates the capability of identifying opportunities for improvement and making changes to improve services and outcomes.

G. Preliminary Work Plan Total Maximum Points: 20

Instructions

Using Attachment VII (Sample Project Work Plan) as a guide, write three (3) complete Project Work Plans, one for each year of the contract term (years one, two and three). The work plan shall include the following items: The project goal, objectives necessary to complete the goal, tasks necessary to complete the objectives, proposed timelines, responsible staff (classification or name), and expected outcomes. All work and deliverables listed in RFP Section 1.7.0 shall be included distinctly within each of the three years.

Scoring Criteria

1. The work plan is specific and detailed, and fully demonstrates the bidder's capacity to plan, develop, implement, and evaluate all components of the RFP.
2. The goals identified are specific, realistic, measurable and achievable.
3. The bidder demonstrates that work will begin within a realistic timeframe.

H. Administrative/Fiscal Experience and Project Budget Maximum Points: 30

Instructions

1. Describe the bidder's history, including the amount of time it has been in existence, and present services provided.
2. Describe the qualifications of key program staff and consultants, including formal education and professional experience with training/TA related to CLAS.
3. Submit resumes showing credentials, experience and qualifications of all key project staff for both the prime Contractor and the subcontractors. This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives and meet minimum bidder qualifications in RFP Section 1.4.
4. Describe the bidder's capability and available resources to ensure timely start-up and completion. Indicate which key staff are in place and if any staff are proposed to be hired.
5. Describe the bidder's performance within the last three years with the management of government funds and activities. Include administrative, fiscal, program, and evaluation functions such as timely and accurate

- completion of deliverables, submission of fiscal, program, and evaluation documentation, compliance with government requirements, and fiscal ability to manage payments in arrears.
6. Describe the bidder's fiscal and programmatic audit history within the last three years. Indicate if the bidder has been audited by a government agency within the last three years. If yes, include the name of the agency, the agency's contact person and phone number, the year the audit was conducted, and the outcome of the audit.
 7. Describe the bidder's current administrative staffing pattern for activities such as contract management and oversight, subcontractor/consultant monitoring, and accounting/invoicing.
 8. Proposal must be fully supported by cost and pricing data adequate to justify the bid amount.
 - a. A detailed line item budget must be completed for each project year (years one, two, and three) showing individual line items under budget categories. Use the line item budget sample in Attachment II, (Sample Budget Format) to prepare "three" project budgets one for each contract year of the total bid amount. Include a budget for the two optional tasks identified in Section 1.5, F.
 - b. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification" that tie all activities and deliverables directly to the budgeted amounts. The budget justification must be completed for each project year (years one, two, and three). The narrative must fully explain all budget line items and include:
 1. Why each individual line item is being charged to the project;
 2. Why the quantity and cost of a line item is reasonable (i.e., amount of personnel time, travel, printing, etc.;
 3. Why the cost of each line item is reasonable in price; and
 4. What formula was used to determine the cost of each line item?
 - c. Administrative costs shall also be displayed and explained in the budget and within the budget justification. Contractors are allowed up to 20% to administer this grant, although reduced administrative costs are encouraged.
 - d. For consultant or personnel time, identify the hours of work allocated for administration, travel, preparation and direct TA services.
 9. Solicit and submit no more than four letters of reference which provide overall support for the bidder's ability to meet the RFP requirements, including collaborating with diverse organizations, assessing agency needs, providing

cultural competency training and/or TA, marketing, and fiscal/administrative abilities. It is not necessary for each letter to address every topic. Letters must meet the following requirements:

- a. Must be printed on the reference agency's letterhead and include the address, telephone number, email, name, and title of the author.
 - b. Must be from a currently-operating organization or agency.
 - c. Must describe the relationship and capacity in which the referenced organization worked or plans to work with the bidder.
 - d. If the bidder agency is currently receiving, or within the last two years has received, funding from a governmental agency other than ADP, one of the references must be from one of these agencies.
10. Letters of commitment from subcontractors (if applicable) or others who are proposed principals for this Project (not bidder's employees) must be submitted with your proposal. The letter should be submitted on the proposed subcontractor's letterhead and must state that the subcontractor has read the proposal and agrees to participate in the activities at the level specified. Failure to include the letter(s) of commitment may result in disqualification of the proposal.

Scoring Criteria

1. The bidder demonstrates that its staff and consultants have the necessary qualifications related to CLAS training and TA.
2. Qualifications of unknown staff will not score as highly as qualifications of known staff. Resumes will be scored based on the level of staff qualifications as they relate to the requirements of this RFP.
3. The bidder demonstrates there is a project director and other key staff (including trainers) in place and they have the capability to start-up quickly.
4. The bidder demonstrates three years of satisfactory performance with administrative, fiscal and program management of government and/or non-governmental grant funds, including timely and satisfactory submission of fiscal, program, evaluation documents; fiscal stability to manage reimbursement in arrears; and no major negative audit findings.
5. The bidder demonstrates the administrative and fiscal ability to conduct all the components in the RFP.
6. The bidder demonstrates that administrative/fiscal staff has the appropriate educational background, skills, and experience to satisfactorily manage all aspects of accounting/invoicing, subcontract/consultant monitoring, and other administrative controls associated with acceptance of government funds.

7. The bidder's budget and budget justification fully supports the proposal and the cost and pricing data is adequate to justify the bid amount.
8. No more than four letters of reference to be submitted. Each letter is to be printed on the reference agency's letterhead and includes the address, telephone number, email, name, title and signature of the author. The letters support the bidder's ability to, and/or experience with, collaborating with diverse organizations, assessing agency needs, providing cultural competency training and/or TA, marketing, and fiscal/administrative abilities. If the bidder is currently receiving funds from a governmental agency, or has within the past two years, at least one letter is to be from that government entity.

2.2 SPECIFIC REQUIREMENTS

- A. Order of Responses: All required components of the proposal must be present and follow the order of the RFP. Bidders' response to each item in this RFP must be identified in their proposal by the same numbers and letters to which the response applies. (Required; no points)
- B. Cover Sheet: Include the RFP number and title, name of bidder agency, telephone number, and email address of the contact person for the bidder agency. (Required; no points)
- C. Table of Contents: Provide a Table of Contents that lists each section responded to in this RFP and its page number. List attachments. Use the same sequence and titles used in this RFP. (Required; no points)

2.3 GENERAL GUIDELINES

- A. ADP seeks a Contractor who demonstrates the ability to apply innovative and creative methods and approaches to the scope of the RFP outlined in RFP Section 1.7.0.
- B. The Technical Proposal shall be specific regarding the methods and personnel to be used.
- C. The proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.
- D. The proposal must clearly convey the intent and understanding necessary to accomplish project requirements.
- E. Simply stating that the bidder understands or paraphrasing this RFP will be considered inadequate.
- F. Phrases such as "well known techniques will be used" are unacceptable.

- G. ADP recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must detail sufficiently how the bidder would accomplish project requirements including a full explanation of techniques, procedures, and staffing to be used.

2.4 **BUDGET – LINE ITEM INSTRUCTIONS**

A. Direct Cost Categories

The direct cost budget categories are personnel services and operating expenses.

1. Personnel Services

Personnel services include each authorized staff position the bidder is devoting to this project listed by title, and a line item for fringe benefits showing the percentage rate.

A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project.

A salary range shall be shown to include any anticipated wage increases during the period covered by the proposal.

All salaries must be fully justified in the budget justification and by job titles/duty statements/resumes under project personnel.

2. Operating Expenses

The Operating Expenses category includes all other direct cost line items, such as rent, travel and subsistence, supplies, consultants, etc.

Note: Costs for temporary rental storage space for materials is allowed. A line item for temporary storage rental space must identify the number of square feet to be utilized for the project, and the cost per square foot.

ADP's policy does not allow for purchase of furniture or equipment. Equipment is defined as an article of nonexpendable tangible personal property. A line item for equipment rental, use allowance (not to exceed 6.67% of acquisition cost annually), or depreciation must identify the type of equipment.

Reimbursement for travel and per diem expenses from ADP shall, unless otherwise specified in the resulting contract, be at the rates

currently in effect, as established by the California Department of Personnel Administration (DPA). Those rates are specified in the Department's Travel and Subsistence Guidelines, for updated rates and regulations you may visit:

<http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>.

Food and beverages are NOT allowable costs except for meals permitted by the subsistence guidelines. If the rates change during the term of any agreement resulting from this solicitation, the new rates shall apply upon their effective date and no amendment to said agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior written authorization from ADP.

Consultant's costs must be fully explained and justified, including the cost per hour and number of hours. Consultant travel and per diem costs must be shown separately from staff travel costs. Fees shall be consistent with the annual income of each consultant and market rates of similar services.

B. Indirect Cost Categories

1. Indirect Cost

- a. An indirect cost category may be included in the budget if the applicant has a current indirect cost rate approved by the cognizant federal agency. A copy of the agreement which identifies the agency, the negotiated rate, and the basis to which the rate is applied, must accompany the Cost Proposal if an indirect cost category is requested.
- b. An indirect cost category may also be included in the budget if the applicant is in the process of obtaining approval by the cognizant federal agency. A copy of the supporting justification data must accompany the Cost Proposal, if an indirect cost category is requested.
- c. An indirect cost category may also be included if the bidder provides a list of all costs included in this category. The bidder must also show in detail the methodology used to compute indirect costs. Indirect cost rates must be shown on all budgets.
- d. If identically named costs appear in both the direct and indirect costs categories, detailed explanation must be provided for the indirect cost.
- e. The State reserves the right to deny an indirect cost category

and request direct costing.

2. Overhead or Administrative Costs

- a. An overhead or administrative cost category must be approved by the State and may not exceed 20% of the total budget. The bidder must provide a list of all costs included in this category, including the methodology used to compute these costs.
- b. Costs included as overhead or administrative costs may not be simultaneously shown as direct or indirect costs in other parts of the budget. The State may request direct costing.

C. Miscellaneous, Other or Fees

There shall be no line items entitled Miscellaneous, Other or Fees. All line items must be fully explained and justified.

D. Budget Negotiations

The proposed budgets may be negotiated at the option of the State, but the total bid amount may not be increased.

2.5 FEDERAL GRANT FUND RESTRICTIONS

Federal Funds Time Limit

This contract is funded 100 percent by federal funds. These federal funds are time limited. In order for the Contractor to receive payment from the federal funds identified in this contract, the Contractor must submit invoices and reports within 30 days of the contract ending date. Failure to submit invoices and reports within the timeframes specified in the contract will result in such invoices not being paid if the time for which funds are available has expired.

Federal Funds (Applies to contracts funded in whole or part by Federal funds)

ADP has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

Because this is a cost reimbursement contract, contractor shall comply with the cost principles established by the applicable OMB Circular: A-87—for State, local, or Indian tribal governments; A-122—for Private nonprofit organizations other than an (1) Institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular; A-21—for Educational institutions; Title 48 Code of Federal Regulations Part 31.2.

Funding for this project is provided through a federal grant and is contingent upon

the availability of such funds for this purpose. Federal grant funds provided by this RFP cannot be used for the following:

1. Providing inpatient hospital services for alcohol or drug abuse programs.
2. Providing services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
3. Making cash payments to intended recipients of health services.
4. Purchasing or improving land, purchasing, constructing, or permanently improving any building or other facility; or purchasing major medical equipment.
5. Satisfying any requirement for the expenditure of nonfederal funds as a condition for the receipt of federal funds.
6. Providing financial assistance to any entity other than a public or nonprofit private entity.
7. Providing individuals with hypodermic needles or syringes so that such individuals may use illegal drugs .
8. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of Executive Level I, as currently listed on the following website: <http://www.opm.gov/oca/10tables/html/ex.asp>. As of January 1, 2010, this amount is \$199,700.
9. Lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan or in connection with legislation.
10. Additional restrictions on lobbying (Appropriations Act Section 503)
 - a. No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.
 - b. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before 'congress or any State

legislature.

2.6 METHOD OF PAYMENT

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures paid. As required by the State Administrative Manual, ten percent of each payment will be withheld as a final payment. No more than 90 percent of the contract amount will be paid prior to receipt of the final report. For contracts that consist of tasks that will be completed on a yearly basis, the 10 percent withholding will be released upon completion of each project year.

2.7 FUNDING AVAILABILITY FOR MULTI-YEAR CONTRACTS

Contingent upon federal funding, the contract period will be for three years with years two and three being continued based upon the contractor's performance, and if ADP elects to continue the contract. In addition, the contract will be subject to any additional restrictions, limitations, or conditions enacted by the Legislature (or by Congress if federal funds are involved) and contained in the Budget Bill or any statute enacted by the Legislature (or by Congress) that may affect the provision, terms, or funding of the contract in any manner. If funds are not appropriated for this program, the contract will be terminated and have no further force and effect. The contract may also be amended to reflect a reduction in funding.

2.8 BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, ADP shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding of this program for any fiscal year is reduced or deleted by legislative action or Executive Order, ADP shall have the option to either cancel this Agreement with no liability occurring to ADP, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

3.0 COST PROPOSAL & SCORING

One copy of the Cost Proposal must be submitted (clearly identified within the package). A separate sealed envelope for the cost proposal is not required.

Use your agency letterhead for your cost proposal and simply state the following:

Date

Trinidad Perez, Contract Analyst
Contracts Office, Division of Administration
Department of Alcohol and Drug Programs
1700 "K" Street, 1st Floor
Sacramento, CA 95811-4037

The undersigned certifies that all requirements of the Request for Proposal known as "Treatment and Recovery Technical Assistance and Training for Improving Alcohol and Other Drug (AOD) Treatment and Recovery Services to California's underserved populations using culturally and linguistically appropriate strategies" ADP RFP 10-09 were understood and complied with. In addition, the undersigned certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OUR ALL-INCLUSIVE BID IS AS FOLLOWS: (bid shall reflect all three years)

Bid Amount: \$_____

Signed: _____

Printed Name: _____

Title: _____

Bids shall be signed by the bidder. ***An unsigned bid or a bid without an original signature will be rejected.*** A bid may be signed by an agent of the bidder if he/she is properly authorized by a power of attorney or equivalent document submitted to the State prior to the submission of the proposal or with the proposal.

3.1 **TOTAL COST**

The total cost shall not exceed \$3,708,324 for the full three year (36 months) term. Any proposal submitted with a budget in excess of \$3,708,324 will be considered non-responsive, and will be rejected.

3.2 **COST PROPOSAL SCORING**

Award of this contract will not be determined solely on the lowest cost bid, but will be a best value determination based on a combination of scores achieved by the bidder's Technical Proposal, Cost Proposal, as well as any eligible preference points to determine the overall score.

The Cost Proposal scores will be determined as follows:

The lowest dollar Cost Proposal is awarded the maximum cost points of **100 total points**. Other proposals are awarded cost points based on the following calculation:

LOWEST COST PROPOSAL
DOLLAR AMOUNT
_____ = _____ X (100 POINTS) = TOTAL COST POINTS

OTHER COST PROPOSAL
DOLLAR AMOUNT

Maximum Cost Points: 100 points

Calculations up to the nearest tenth of a decimal point will be used. The bidder with the highest overall score will be awarded the contract.

3.3 **DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM (DVBE)**

Due to the funding source for this project DVBE participation is not required. However, if subcontracting or purchasing opportunities are part of the bidder's proposal, the bidder is encouraged to seek DVBE's to fill those opportunities. See the following website for a listing of DVBE's:
<http://www.pd.dgs.ca.gov/dvbe/default.htm>

3.4 **SMALL BUSINESS PREFERENCE PROGRAM**

Upon meeting eligibility requirements, certified small businesses (SB) and Micro businesses (MB) are entitled to a [5% bid preference](#) on applicable state solicitations. For information on the State Small Business Preference Program refer to the Internet Web-site listed below:
Small Business Enterprise (SBE) <http://www.pd.dgs.ca.gov/smbus/default.htm>.

3.5 ECONOMIC DEVELOPMENT INCENTIVE PREFERENCE PROGRAMS

For information on State economic development incentive programs refer to the following Internet Web-sites listed below:

1. Target Area Contract Preference Act (TACPA) - www.pd.dgs.ca.gov/edip/tacpa.pdf
2. Enterprise Zone Act (EZA) - www.pd.dgs.ca.gov/edip/eza.htm
3. Local Agency Military Base Recovery Area (LAMBRA) Act – www.pd.dgs.ca.gov/edip/lambra.htm.
<http://www.opm.gov/oqa/10tables/pdf/ex.pdf>

3.6 BIDDER DECLARATION FORMS

To be considered responsive, all Bidders must complete and submit the Bidder Declaration (GSPD-05-105). When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract.

The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporation by amendment to the Contract. The Bidder Declaration (GSPD-05-105) is available to download at the following website:

<http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf>

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

3.7 COMMERCIALLY USEFUL FUNCTION

If the Bidder is a California-certified small business or DVBE, or is claiming to use DVBE subcontractors and/or using California-certified small businesses, in accordance with Assembly Bill 669, the Bidder must address specific aspects of the Legislation that requires subcontractors and/or certified small businesses to perform a commercially useful function as defined by Government Code Section 14837.

A business that is performing a commercially useful function is one that does all of the following:

1. Is responsible for the execution of a distinct element of work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business, services, and functions.

4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Bidder, subcontractor, or supplier will not be considered to perform a commercially useful function if the Bidder's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through, which funds are passed in order to obtain the appearance of small business or micro business participation.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement using Attachment IX, Commercially Useful Function Compliance.

3.8 PROPOSAL/BIDDER CERTIFICATION SHEET

The Proposal/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

An individual who is authorized to bind the proposing firm contractually shall sign Attachment X, Proposal/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

3.9 DARFUR CONTRACTING ACT OF 2008

- A. **Your bid will be disqualified** unless your proposal includes a copy of Attachment VIII (Darfur Contracting Act Certification) with **one** of the following form entries completed:

- Requirement Exemption (initialed and dated)
- Option #1 - Certification - (All section fields completed)
- Option #2 - Written Permission from DGS (All section fields completed)

- B. Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act.). (Public Contract Code sections 10475, et seq.; Stats. 2008, ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. Public Contract Code section 10477 (a)).
- D. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. (See Option #1 on Attachment VIII).
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See Option #2 on Attachment VIII.)

4.0 KEY ACTION DATES

4.1 RFP released to bidders: September 1, 2010.

4.2 Questions due from prospective bidders by 3:00 PM, PDT: September 15, 2010.

Note: Please read the RFP thoroughly before submitting questions, and ensure that your questions clearly state your concerns. Any questions submitted after this date will NOT receive a response, regardless of subject matter.

4.3 Responses to bidders' questions posted on ADP website: September 27, 2010.

4.4 Letter of Intent due to ADP: September 29, 2010.

Note: Letters of Intent are requested for ADP planning purposes only; they do not constitute a commitment to apply.

4.5 Bid Proposals due by 3:00 PM, PDT: October 27, 2010.

4.6 Notice of Intent to Award Contract: November 17, 2010.

4.7 Period of performance: January 1, 2011 through December 31, 2013.

5.0 SUBMISSION OF PROPOSAL

5.1 All proposals must be delivered to the address shown below received and time-stamped by an ADP employee prior to the date and time indicated in Section 4.0, Key Action Dates. Proposals received after the due date and time will not be considered. A postmark will not be considered when determining if a proposal met the deadline. Faxed proposals will not be accepted. If you plan to deliver your proposal in person, please allow at least 15 minutes to go through ADP's security procedures. Security guards are not ADP employees and will not time-stamp proposals.

Note: Delivery and postal services often deliver after the specified due date/time. It is the bidder's responsibility to ensure that the bid and proposal arrive at ADP before the deadline.

Proposals must be submitted in a sealed package clearly marked with the RFP number and title and be addressed to:

Trinidad Perez, Contract Analyst
Department of Alcohol and Drug Programs
Division of Administration, Contracts Office
1700 K Street, 1st Floor
Sacramento, CA 95811-4037

- 5.2** All proposals should include Attachment XI, Proposal Checklist. This checklist is only a tool to assist participating bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire solicitation.

Bidder's proposals shall consist of the following:

- A. Technical Proposal. The Technical Proposal shall consist of responses to the following RFP Sections:
 - 2.1 Component's
 - 2.1 A Assessing Organizational Readiness
 - 2.1 B Training and Technical Assistance
 - 2.1 C Marketing
 - 2.1 D Research/Clearinghouse
 - 2.1 E CLAS Guidelines Development
 - 2.1 F Performance Evaluation
 - 2.1 G Preliminary Work Plan
 - 2.1 H Administrative/Fiscal Experience and Project Budget
- B. Cost Proposal. The Cost Proposal shall consist of responses to the following RFP Sections:
 - 3.2. Cost Proposal
 - 3.3. Disabled Veteran Business Enterprise Program (if applicable)
 - 3.4. Small Business Preference Program (if applicable)
 - 3.5. Economic Development Incentive Preference Program (if applicable)
 - 3.6. Bidder Declaration Form
 - 3.7. Commercially Useful Function
 - 3.8. Proposal/Bidder Certification Sheet
 - 3.9. Darfur Contracting Act of 2008
- C. Bidders shall submit a total of **five** copies of their Bid Proposal.
- D. Bidders shall submit one hard copy of their Bid Proposal with an original signature.

- E. Bidders shall submit one electronic copy using Microsoft Word on a CD-ROM.
- F. Nonprofit Requirement. As evidence of their private nonprofit status, bidder shall submit one copy of one of the following:
1. A certified copy of the organization's articles of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
 2. A copy of a current valid Internal Revenue Service Tax Exemption Certificate.
 3. A statement from a state taxing body or the State Attorney General certifying that the organization is a nonprofit organization operating within the State and that no part of its net earnings may lawfully inure to the benefit of any private shareholder or individual.
 4. A reference to the organization's listing in the Internal Revenue Service's most recent cumulative list of organizations.
 5. Any of the above proof for a state or national parent organization, and a statement signed by the parent organization that the applicant organization is a local (community-based) nonprofit affiliate.
- 5.3** The bidder's narrative response to the technical portion of the proposal must be double spaced and submitted on standard white, 8½" x 11" sized paper. The Project Work Plans may be single-spaced. Each page shall be clearly and consecutively numbered.
- 5.4** The bidder's response to each item in this RFP must be identified with the same numbers and letters of the paragraph in the RFP to which the response applies.
- 5.5** Due to limited storage space and environmental considerations, the proposal package must be prepared in the following manner – copied back to back, in a plain three ring binder.
- 5.6** Costs for developing proposals are entirely the responsibility of the bidder and shall not be chargeable to the State of California or included in any cost elements of the price.
- 5.7** A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.
- 5.8** The Proposal shall be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the organization. An unsigned or improperly signed proposal (bid) shall be rejected. A bid proposal may be signed by an agent of the bidder if he/she

is properly authorized by a power of attorney or equivalent document submitted to ADP prior to submission of proposal or with the proposal submission.

- 5.9** An individual who is authorized to bind the bidding firm contractually shall sign the Attachment X (Proposal/Bidder Certification Sheet). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- 5.10** A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.
- 5.11** A bidder may withdraw his/her proposal by submitting a written request for its withdrawal to the State, signed by the bidder or an agent authorized in accordance with paragraph 5.8 above. The bidder may, therefore, submit a new proposal prior to the proposal submission time. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 5.12** Bidders are cautioned to not rely on ADP during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- 5.13** The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum on BidSync.com and on the ADP website. It is the responsibility of the bidder to monitor both BidSync.com and the ADP website for recently posted addendums.
- 5.14** Issuance of the RFP in no way constitutes a commitment by ADP to award a contract. ADP may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal. ADP's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP and the bidder's proposal if the bidder is awarded the contract. ADP may also cancel this RFP at any time.
- 5.15** More than one proposal from an individual, firm, partnership, corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidders none of the participants in such collusion will be considered in this or future procurements.
- 5.16 PROPOSAL INFORMATION**
- A. ADP will post this RFP both on the ADP website and on Bidsync (www.bidsync.com). Bidsync is the State of California's contractor for its

eProcurement system which is administered by the CA Department of General Services (DGS). ADP encourages all potential bidders to register with Bidsync.

- B. There is no fee for a potential bidder or supplier to register with bidsync.com, receive email or fax notifications, download or respond to State of California bid solicitations, or for being awarded a State contract through Bidsync. At no time does DGS or ADP require suppliers or bidders to enroll in any paid subscriptions to view California State bidding opportunities. Such subscription services are optional to you and the State of California neither endorses nor is affiliated with them.
- C. Please be aware that Bidsync also hosts the bid sites for many other procurement organizations. Those bidding opportunities may require a fee.
- D. For further information on how to register with the California Bidsync system, please view the following DGS hosted webcast at: www.eprocure.dgs.ca.gov/Training/default.htm. Also, written instructions can be obtained at: www.documents.dgs.ca.gov/eprocure/steps.pdf.
- E. ADP will not answer any questions regarding registering with Bidsync.
- F. Any changes or updates to this RFP will be posted as "Addendums" on the Bidsync website and the ADP website. It is the responsibility of any potential bidder to monitor bidsync.com for any changes or updates.

6.0 EVALUATION AND SELECTION PROCESS

- 6.1** ADP will use the evaluation and selection procedure specified in Section 10344(c) of the Public Contract Code to select the proposal that will best meet ADP'S needs. This procedure specifies award to be made to the responsible bidder with the highest score.
- 6.2** Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. Proposals not meeting format requirements at this point shall be disqualified. These disqualified proposals shall neither, (1) have their Technical Proposal scored; nor (2) be considered for an award of contract.
- 6.3** Technical proposals shall then be submitted to the Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in RFP Section 2.1. A minimum of **140 points** must be achieved in the Technical Proposal to be considered responsive. A non-responsive proposal shall not be considered for an award of contract and shall not have its Cost Proposal scored.
- 6.4** Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of ADP, such information was intended to mislead the

State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.

- 6.5 All proposals meeting the format requirements and passing the Technical Proposal by **140 points** or more shall then have their Cost Proposal score determined. Scores will be determined as stated in RFP Section 3.2.
- 6.6 The Technical Proposal points will be added to the Cost Proposal points as well as any eligible preference points to determine the overall score. The bidder with the highest score will be awarded the contract.
- 6.7 **Tie Bids:** Tie bid are defined as exactly the same scores measured to the tenth of a point. Tie bids shall be resolved with a coin toss conducted by the ADP Contracts Office and witnessed by three ADP staff members. The location and time of the coin toss shall be determined by ADP. Bidders are not required to be present, but shall be given the opportunity to attend, subject to ADP's time and location requirements.
- 6.8 The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The proposal shall follow the format of the RFP.
- 6.9 A memorandum containing the final recommendation for award of contract to the highest scored responsible bidder meeting the RFP standards will be forwarded to the Director of ADP, who has the final authority to award the contract.
- 6.10 **Evidence which indicates that the bidder, bidder's staff, and/or consultants have in any way attempted to influence the confidential nature of the review through contacts with Department staff or members of the Selection Review Committee will result in the rejection of the bid.**
- 6.11 All proposals and scoring sheets shall be available for public inspection at the conclusion of the scoring process.

7.0 PROTEST

- 7.1 Upon ADP's selection of the winning bidder, a Notice of the Intent to Award letter shall be posted in the front window of the Department of Alcohol and Drug Programs building (1700 K Street, Contracts Unit 1st Floor, Sacramento, CA 95811) for five (5) working days prior to awarding the agreement. The protest period is five days starting on the date that the Letter of Intent to Award is posted. During this five day period bidders may submit protest, subject to the requirements of this section. Should a protest be filed the winning bidder shall be notified.

- 7.2** Protests are limited to whether ADP followed the processes presented within this RFP. A protest may not challenge the judgment of the Selection Review Committee in determining a proposal's score. The protester(s) carries the burden of demonstrating the merits of the protest.
- 7.3** If any bidder, prior to the award of agreement, files a protest with the Department of Alcohol and Drug Programs, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of Alcohol and Drug Programs has decided the matter. The protestor(s) shall first email the initial protest to the email address below, and then mail a signed original to the address below. The official signature on this letter shall be of an authorized representative of the protestor. It is suggested that all protest be submitted by certified or registered mail to:
- Robert Hudspeth, Contracts Manager
Department of Alcohol and Drug Programs
Division of Administration, Contracts Office
1700 K Street, First Floor, Room 106
Sacramento, Ca 95811-4037
rhudspeth@adp.ca.gov
- 7.4** Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with the Department of Alcohol and Drug Programs a detailed statement specifying the grounds for the protest. The protestor(s) shall first email the detailed protest letter to the email address shown in paragraph 7.3, and then mail a signed original to the address shown in paragraph 7.3. The official signature on this letter shall be of an authorized representative of the protestor. It is suggested that all protest be submitted by certified or registered mail.
- 7.5** A written acknowledgement of receipt by ADP will normally be mailed to the protestor(s) within ten (10) working days.
- 7.6** Following the receipt of a protest, filed during the time period specified in the Intent to Award letter, ADP shall review the protest and provide a written decision to the protesting bidder(s) within thirty (30) working days.
- 7.7** Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

- 7.8** Upon resolution of the protest and award of the agreement, ADP will forward the form, Contractor Certification Clauses (CCC 307), to the Contractor for signature. The original signed copy will be submitted to ADP.

8.0 NEWS RELEASES

News releases pertaining to an award resulting from this RFP will not be made without prior written approval of the Director of the Department.

9.0 DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Notice of Intent" is posted.

Proposal packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

10.0 CONTACT INFORMATION

Any questions you may have concerning this RFP shall be submitted in writing or by email to the Contracts Office by the date stated in RFP Section 4.2. Questions will be answered in a written summary, which will be posted on the ADP website at <http://www.adp.ca.gov/new.shtml>. Direct questions to the address, FAX or email listed in RFP Section 11.0.

11.0 LETTER OF INTENT

If your organization or firm intends to submit a proposal in response to this RFP, please send a "Letter of Intent" to apply by date stated in RFP Section 4.4. The letter should be on agency letterhead, signed by a person officially representing the organization.

Letters of Intent are requested for ADP planning purposes only; they do not constitute a commitment to apply. Send the letter to:

Trinidad Perez, Contract Analyst
Department of Alcohol and Drug Programs
Contracts Office, Division of Administration
1700 K Street, First Floor, Rm. 106
Sacramento, CA 95811

You may also E-mail your letter of intent to tperez@adp.ca.gov. To verify receipt you may call the Contract Analyst at (916) 324-7667.

ATTACHMENT I DEFINITIONS

For the purposes of the RFP, the following definitions and terms apply:

ADP: ADP means the California Department of Alcohol and Drug Programs.

AOD: AOD means alcohol and other drug.

AOD Agencies: Includes AOD service providers (both nonprofit and for profit/private providers, regardless of licensure or certification status), county AOD administration offices, coalitions or local groups, community-based programs, faith-based organizations, and state government agencies.

Asynchronous Training: Asynchronous training provides an on-demand learning experience and occurs remotely, where students/participants access a training course on their own time and schedule, without live interaction with the instructor/trainer.

Bidder: The bidder is the entity, organization or individual that is responding to the Request for Proposals.

CLAS Standards: CLAS means the Office of Minority Health's *National Standards for Culturally and Linguistically Appropriate Services in Health Care*.

CLAS Readiness: This means an organization or program has the ability to effectively deliver linguistically appropriate and culturally competent services to diverse minority populations that address cultural and linguistic barriers to service delivery and increases limited English-speaking individuals' access to services.

Clearinghouse: A virtual, web-based repository that collects, stores, and disseminates information.

Consumer: An individual and/or the individual's family who is currently accessing, or has accessed in the past, AOD treatment or recovery support services.

Culturally, linguistically, and developmentally appropriate: Tools, practices, curriculum, strategies and techniques that are grounded in the research about how individuals develop and learn coupled with the knowledge of the social and cultural contexts in which the individual lives, and are respectful of and responsive to cultural and linguistic needs that recognize and build on the physical, social-emotional, aesthetic, intellectual and language of each individual.

Evidence-based: Practices or models for which systematic empirical research has provided evidence of statistically significant effectiveness in addressing specific problems or issues.

Learning collaborative approach: A learning process that brings together groups or teams from multiple settings to work on improving a process, practice, or system, and to learn from their collective experiences and challenges. The model focuses on adoption

ATTACHMENT I DEFINITIONS

of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning. The model uses methods for accelerating improvement in settings and capitalizes on shared learning and collaboration and is designed to ensure organizational “give and take” about critical issues related to adoption and adaptation.

Peer review: A process by which an individual from an AOD agency, or a group of individuals from various AOD agencies, examines the CLAS readiness of another AOD agency and determines whether the AOD agency under review is meeting the CLAS standards and where there is a need for additional training and/or technical assistance.

Priority populations: Vulnerable populations that experience significant barriers to service access and greater health disparities. These populations may be defined by race/ethnicity, socio-economic status, geography, gender, age, sexual preference, or disability status.

Stakeholders: A person, group, organization, or system who affects or can be affected by, the actions of the Contractor.

State of the Art: The current level of sophistication in the area of effective training models and approaches.

Synchronous Training: Synchronous training comprises the traditional method of a number of students/participants grouped together, learning the content material at the same time or in synch with each other. It involves interaction between the trainer and the participants, which can be either face-to-face or via internet, allows geographically dispersed participants to access the same Web site at the same time as an instructor. Typically this type of training involves the instructor "broadcasting" audio out to the participants through either a teleconference phone call, or through web-based audio.

Technical Assistance (TA): The provision of specialized services such as advice, guidance, consultation, coordination, instruction or training, and written materials to assist AOD agencies and ADP to better serve the target population; and includes a range of programmatic issues related to treatment and recovery service delivery, outreach and recruitment; client services assessment and treatment planning, outcome systems, and collection and reporting needs assessment; communication skills; cultural competency; financial management; program development, design and administration; planning; grant writing; material development; program evaluation, policy development; relapse prevention and other related TA to the AOD treatment/recovery field to ensure and increase access to and quality of AOD treatment/recovery program services for the target population.

Technical Assistance (TA) Day: Eight hours of service providing TA and training not including lunch and break time. This may include time proportionately appropriate for preparation, travel, data analysis and report writing. “Proportionately appropriate” means time for preparation must be reasonable given the expertise level stated by the contractor’s Technical Proposal. Other activities, which directly support tasks within the scope of work,

ATTACHMENT I DEFINITIONS

may be allowed with prior approval of ADP's Project Representative.

Training Event: A body of knowledge or set of skills provided to a group of people in a structural way, usually involving curriculum or course outline with supporting materials.

Treatment/Recovery: A reactive process that addresses an individual's specific AOD use along with any associated medical, psychological, physical, and social problems. The goal of the process is to help the individual ultimately return to productive functioning in the family, workplace, and society.

Treatment/Recovery Field: Public or private community-based organizations, county run or local groups that are involved in the AOD treatment/recovery service delivery system; AOD treatment service programs/providers; county alcohol and drug program; Administrators; the ADP and other local, county and State government agencies that are involved in AOD treatment programs or initiatives.

Treatment Principles of Effectiveness: A set of overarching principles that characterize the most effective drug abuse and addiction treatments.

These research-based principles contained in the *Principles of Drug Addiction Treatment: A Research-Based Guide*. NIDA, October 1999, are:

1. No single treatment is appropriate for all individuals.
2. Treatment needs to be readily available.
3. Effective treatment attends to multiple needs of the individual, not just his or her drug use.
4. An individual's treatment and services plan must be assessed continually and modified as necessary to ensure that the plan meets the person's changing needs.
5. Remaining in treatment for an adequate period of time is critical for treatment effectiveness.
6. Counseling and other behavioral therapies are critical components of effective treatment for addiction.
7. Medications are an important element of treatment for many patients, especially when combined with counseling and other behavioral therapies.
8. Addicted or drug-abusing individuals with coexisting mental disorders should have both disorders treated in an integrated way.
9. Medical detoxification is only the first stage of addiction treatment and by itself does little to change long-term drug use.

ATTACHMENT I DEFINITIONS

10. Treatment does not need to be voluntary to be effective.
11. Possible drug use during treatment must be monitored continuously.
12. Treatment programs should provide assessment for HIV/AIDS, Hepatitis B and C, tuberculosis and other infectious diseases, and counseling to help patients modify or change behaviors that place themselves or others at risk of infection.

Recovery from drug addiction can be a long-term process and frequently requires multiple episodes of treatment

Workforce: The workforce is all staff or potential staff at an AOD agency (intake workers, counselors, clinical supervisors, program directors, board members, trainees/interns, volunteers). It also may include anyone who comes into contact with alcohol and other drug issues as part of their role, including criminal justice, school, child welfare, mental health, and medical personnel.

**ATTACHMENT II
SCOPE OF WORK
SAMPLE CONTRACT**

The contractual language found in this sample contract is a sample of the language to be found in the final agreement. The bidder shall prepare their bid expecting to comply with the terms and condition herein. ADP RFP 10-09 is hereby incorporated by this reference and made a part hereof.

1. OVERVIEW

Treatment and Recovery Technical Assistance and Training for Improving Alcohol and Other Drug (AOD) Treatment and Recovery Services to California's underserved populations using culturally and linguistically appropriate strategies.

This Contract is to provide technical assistance (TA) and training on increasing the cultural and linguistic competencies of alcohol and other drug treatment (AOD) and recovery service agencies. The result of this TA will be to increase AOD agency readiness to provide culturally and linguistically appropriate services (CLAS) in accordance with the CLAS Standards and other cultural competence best practice models, including but not limited to, training on providing AOD services to targeted populations based on the individual needs of clients.

The contract term will be from January 1, 2011 or the contract execution date, whichever is later, to December 31, 2013 (approximately 36 months). The total budget (is dependent on the Bidder's proposal on RFP 10-09 for the contract term of 3 years).

The first year (or Year 1) of the contract is recognized as starting from January 1, 2011 or the contract execution date, whichever is later, through December 31, 2011. The second year (or Year 2) is recognized as January 1, 2012 through December 31, 2012. The third year (or Year 3) is recognized as January 1, 2013 through December 31, 2013.

2. LOCATION OF SERVICES

The services shall be performed statewide as needed.

3. PROJECT REPRESENTATIVES

STATE AGENCY

CONTRACTOR

Name:	Name:
Title:	Title:
Division:	Section/Unit
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

**ATTACHMENT II
SCOPE OF WORK
SAMPLE CONTRACT**

Contractor agrees to direct all inquiries to ADP's Project Representative and to notify ADP of any change to the above designation.

Project Representatives for this Agreement may be changed by either party without formally amending this agreement.

4. CONTRACT OVERSIGHT

Contractor shall meet or confer with ADP's Project Representative at least once each month to review progress, formulate plans for the coming month, and discuss any difficulties or problems so that remedies can be developed as soon as possible.

ADP's Project Representative or any authorized representative, has the right at any reasonable time to inspect, or otherwise evaluate, the work performed or being performed hereunder, including subcontract supported activities, and the premises on which it is being performed. If any inspection or evaluation is made by ADP of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of ADP representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work.

ADP's Project Representative or any authorized representative may also attend any events (e.g. conferences and training events) funded through this contract.

5. KEY PERSONNEL/CONSULTANTS

ADP reserves the right to approve in advance Contractor's key personnel, including consultants, to be assigned to this project, and to disapprove the continuing assignment of said key personnel provided under this Agreement. If any key personnel are unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall within thirty days offer substitute personnel for ADP approval. Key personnel are those assigned to perform under this contract, except those performing supporting activities (e.g. administrative assistance, secretarial, accounting, etc.)

Contractor shall obtain prior approval from ADP before utilizing consultants. A resume or vita shall accompany any request for consultant approval. If the consultant is approved by ADP, their resume or vita shall, by this reference become a part of this contract and be on file at ADP for public record. Consultants and their resumes submitted in the contractor's proposal for this contract are a part of this contract by this reference and are on file at ADP. If requested, confidentiality of a resume(s) shall be maintained.

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6. SUBCONTRACTS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between ADP and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to ADP for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- B. The Contractor's obligation to pay its subcontractors is an independent obligation from ADP's obligation to make payments to the Contractor. As a result, ADP shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Written agreements between the Contractor and Subcontractor of \$5,000 or more are subject to the prior review and written approval of ADP. ADP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by ADP. Upon termination of any subcontractor, ADP shall be notified immediately.
- D. ADP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- E. Upon receipt of a written notice from ADP requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by ADP.
- F. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by ADP, make said copies available for approval, inspection, or audit.
- G. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by ADP to the Contractor.
- H. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.

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- I. When entering into a consulting service agreement with ADP, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
 - i. Budget detail format and submission requirements will be determined by ADP.
 - ii. Methods of including budget detail in this agreement, if applicable, will be determined by ADP.
 - iii. Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
- J. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- K. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from ADP, to permit ADP or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- L. Unless otherwise stipulated in writing by ADP, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

7. MONTHLY PROGRESS REPORTS

Contractor shall submit to ADP's Project Representative, monthly, written progress reports, by the 15th of the month following the month to which it performed the services. The monthly report shall accompany the monthly claim for reimbursement. Invoices will not be processed until receipt of an acceptable corresponding monthly report.

The monthly reports shall include pertinent information on monthly activities or objectives such as relevant data (statistical and anecdotal), the number of individuals served, the extent to which the recipient of TA and/or training has acquired new

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knowledge and/or skills, marketing strategies, problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems.

The monthly reports shall follow the format shown in the Request for Proposal, ADP RFP 10-09 Attachment VI, entitled, Monthly Report Format and Technical Assistance Outcome Report.

8. FINAL PROJECT REPORT

Contractor shall submit a written comprehensive final project report describing:

- a. Agencies served during the contract period;
- b. Specific problems which were addressed;
- c. The effectiveness of the contractor's solutions; and
- d. Evaluating the effectiveness of all TA and training activities in improving the quality of AOD services.

The final project report and final invoice is due to ADP no later than 30 days following the last day of the reportable month. ADP reserves the right to withhold payment of Contractor's final invoice pending receipt of an acceptable final project report.

9. SCOPE OF WORK AND DELIVERABLES

9.1 ADMINISTRATIVE STRUCTURE

The Contractor is required to follow ADP's administrative structure and to work with, and get approval from, ADP in all phases of the contract including, but not limited to the following:

- A. Obtain written pre-approval from ADP on all products, reports or materials developed or used during the term of the contract.
- B. Submit written monthly progress reports no later than 15 days following the last day of the reportable month. The monthly report shall include pertinent information on monthly activities or objectives such as relevant data (statistical and anecdotal), the number of individuals served, marketing strategies, problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, etc. Monthly reports shall accompany invoices for payment. (See Attachment VI, Monthly Report Format, for sample of recommended tables). ADP reserves the right to modify reporting requirements as it deems necessary.

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- C. Submit a written final report describing contract services provided and outcome evaluation results to ADP no later than 30 days after the end of each twelve month contract term. The report shall include the TA services provided and agencies served during the contract period, specific problems which were addressed, a summary of the follow-up evaluations, and the effectiveness of the Contractor's services in improving CLAS readiness.
- D. Provide ADP's Resource Center with a master hard-copy and an electronic soft-copy of any publications (manuals, books, or journals) produced under this contract.
- E. TA staff and consultants must be able to travel to California's rural and metropolitan areas. Additionally, when possible, the contractor will utilize conference calls rather than travel. The contractor shall follow standard State of California travel requirements and reimbursement limitations.
- F. Contractor shall follow all required State and federal guidelines such as:
 - 1. American Disability Act (ADA): in accordance with the California Government Code Section 11135 and Title II, ADA federal statute 12131 requirements, publications that are made available through this contract must include the following statement: "this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability."
 - 2. Limited English Proficiency (LEP): Publications must be made available in other languages if requested by a person with limited English proficiency. Contractor is responsible for providing publications in alternative formats.
- G. Select training event locations that meet federal accessibility requirements for persons with disabilities.

Note: Event notices must include the following statement:

*"If you need a disability-related reasonable accommodation and/or alternative format for this event, please contact **(name)** at **(phone number, email address, and TDD number)** by **(a date up to two weeks prior to the event)**".*

Contractor is responsible for providing any needed disability-related reasonable accommodations/alternative formats.

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- H. Contractor will not be allowed to charge participants a fee for services, materials, training events, or postage and handling of deliverables, or ask participants whether they have the ability to pay for these costs.
- I. Contractor will provide a technical assistance application as shown in Attachment IV, Technical Assistance Application to all agencies, facilities, organizations, and or parties requesting TA and training.
- J. If there is any question about whether a service request is within the scope of services, obtain prior clarification from ADP. ADP will deny payment for services performed outside the contract's Scope of Work.
- K. Audit Requirements

This Audit Requirements provision does not limit the right of the Department or the State to conduct a separate audit at its discretion, nor does it relieve the contractor from complying with the audit requirements of the General Terms and Conditions (GTC 610), that may be viewed at Internet site: www.ols.dgs.ca.gov/standard+language.

The Contractor agrees to obtain one of the following audits, in accordance with the contractual or statutory requirements governing the amount or source of the funding:

1. If the Contractor expends \$500,000.00 or more in funds received from ADP from the total of all contracts or grants in its fiscal year, the Contractor agrees to obtain for that year a limited scope fiscal audit of all funds received from the Department. The audit will be conducted according to Generally Accepted Governmental Auditing Standards. The audit shall be completed by the 15th day of the 5th month after the close of the Contractor's fiscal year. This audit does not fulfill audit requirements of Paragraph 2, below.
2. If the Contractor's expends \$500,000.00 or more in federal funds, Contractor agrees to obtain an audit in accordance with this paragraph. If the Contractor's expenditure of funds are normally included in its organization's annual compliance audit conducted according to the requirements specified in Office of Management and Budget (OMB) Circular A-133, entitled Audits of States, Local Governments, and Non-Profit Organizations, the Contractor agrees to continue to include funds expended as a result of this federally-funded contract in that audit. This audit shall be completed by the end of the 9th month following the end of the audit period. The requirements of this provision apply if:

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- a. The Contractor is a recipient expending federal awards received directly from any federal awarding agencies, or
- b. The Contractor is a sub recipient expending federal awards received from a pass-through entity such as the State, County, or community-based organization.

This audit fulfills the requirements of Paragraph 1.

3. The cost of the required audit may be charged either as a direct cost or an indirect cost. The way the cost is charged must be consistent with the Contractor's policies, regulations, and procedures that apply to both federal funds and other activities of the Contractor. A cost may not be direct cost if another cost incurred for the same purpose, in similar circumstances is allocated as an indirect cost. Likewise, a cost may not be assigned as an indirect cost if another cost incurred for the same purpose, in similar circumstances is allocated as a direct cost.

If the audit is charged directly, the budget for each year must clearly identify funds set-aside for the audit. If the audit is charged as an indirect cost, the justification for the indirect cost line-item must clearly indicate that the audit is included in the approved indirect cost rate.

4. Two copies of the final audit report shall be delivered to the ADP Contract Representative within 30 days after the completion of the audit. The ADP Contract Representative will forward a copy of the report to the ADP's Audit Services Branch.
5. If the contract period for any ADP federally funded contract will expire before the audit deadlines specified in Paragraphs (1) or (2), then that contract, for that year, may be excluded from an audit if the total expenditures under the expiring contract do not exceed the \$500,000 threshold for that fiscal year. However, funds expended under that contract in that year shall be used to determine the expenditure threshold for audits of other contracts. If the expenditures under the expiring contract do exceed the \$500,000 dollar threshold an audit will still be required as specified in Paragraphs (1) or (2).

9.2 DELIVERABLES

The Selected Contractor will be required to complete the following work using innovative strategies, proven training techniques, effective research and development strategies, high quality curriculum standards, evidence based and promising practices, and state of the art performance, quality improvement and evaluation methods to successfully fulfill the terms of the contract: Even though

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the deliverables A – H is discussed in this RFP sequentially, much of the work in this contract will be done simultaneously.

A. Assessing Agency Readiness

The Contractor shall assess the readiness of AOD agencies to provide services under a CLAS delivery model. The assessments will guide training provided under component B, so that it is tailored to the assessed organizations' needs, functional activities of the workforce, and the needs of the population they serve. This includes the following activities:

1. Develop an assessment process and tools that are consistent with the Office of Minority Health's CLAS guidelines. The process and tools must be valid and reliable and include input from consumer advocates.
2. Provide specialized, overview training and technical assistance (TA) on the assessment process to AOD agencies.
3. Assess the CLAS readiness of at least 300 AOD agencies per year.
4. Provide opportunities and tools for AOD agencies to do self-assessments of their CLAS readiness and needs.
5. Develop and coordinate a peer review process so that AOD agencies can get input and recommendations on their CLAS readiness from other AOD agencies.
6. Inform county alcohol and drug program administrators, in writing, not less than 48 hours and/or a week or more when possible, prior to the delivery of services of any TA conducted or provided to an AOD agency located in the administrator's county.

B. Training and Technical Assistance (TA)

Using current best practices for training, the Contractor shall provide a combination of comprehensive cultural competence training and TA. For example, some training should provide a broad overview of CLAS that targets organizations for introduction of CLAS standards. Other training should be specific to organizational plans based on assessed training needs and include workforce training on the cultural awareness and sensitivity in order to provide high quality services to targeted populations and ensure the best client outcomes. Using a learning collaborative model emphasizing the AOD agency's organizational and staffing needs, the training should include, at a minimum, the nine elements under Standard 3 of the National Standards for Culturally and Linguistically Appropriate

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Services in Health Care, as outlined in Section 1.2 Goal. The Contractor shall do the following:

1. Develop training curricula in coordination with appropriate agencies and organizations (AOD service agencies, AOD counselor certification agencies, Client/consumer advocacy organizations, the California Association of Alcohol and Drug Program Administrators, and ADP) and ensure that all curriculum and technical assistance tools are culturally, linguistically and developmentally appropriate.
2. Collaborate, as needed, with ADP's Prevention TA contractor to ensure consistency and continuity in the TA and training provided to AOD agencies regarding approaches to providing culturally competent services.
3. Utilize trainers (staff or consultants) that have experience and expertise in cultural competence training and TA as well as specific knowledge of how to implement CLAS standards.
4. Adjust training and TA to the organization's assessed CLAS readiness level.
5. Based on the assessment of the agencies needs, use training and TA strategies that enhance AOD agency staff competencies in services to target populations such as gender, ethnicity, veterans, Lesbian, Gay, Bisexual, Transgender, and Intersex and other target populations.
6. Use innovative training and TA techniques that provide for follow-up contacts and other effective learning strategies such as learning collaboratives.
7. Provide training and TA in a safe, supportive, and culturally appropriate and non-judgmental manner.
8. Provide training and/or TA to at least 80 percent of the AOD agencies that were assessed each year (which shall be a minimum 300 agencies as indicated above in section 1.7.2, A, 3).
9. Implement the most cost effective approaches and use administratively efficient strategies, while maintaining the highest quality standards. The contractor is expected to maximize attendance at trainings and offer live training in a way that will ensure robust participation. Training must include a variety of types of web-based trainings. In addition to having a set of self-paced, asynchronous courses which can be accessed by providers at their convenience, the contractor should offer

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synchronous courses and live webinars which will allow for more interaction and dialogue between the trainer and learner. All webinars and other web cast trainings shall be archived.

10. Provide annual training to ADP staff on the CLAS Standards and on other cultural competence best practice models.
11. Provide guidance and direction to ADP on methods to adapt the CLAS Standards and help ADP achieve optimal growth in the area of cultural competence.
12. Provide a facilitator to lead and guide cultural competence based training discussions at 1-2 hour quarterly informal cultural competence training activities for ADP staff.
13. Consultation: The consultation services will be problem specific and solution focused. They will focus on improving program operations or solving a problem.
 - a. Consultation may be provided through on-site assistance, by telephone or written correspondence.
 - b. Contractor shall seek approval from ADP of all consultation requests at least 24 hours prior to the scheduled start date of services. On-site consultations should be short term in nature and not exceed five days of service unless a justification for an extension is approved in advance by ADP. Cumulative TA service requests of more than five days to one entity within one contract year must be approved by the ADP Project Representative at least 48 hrs prior to the extended period. The justification will address the following three areas:
 - i. Why it is necessary to extend the services;
 - ii. Why the services were not provided in the allotted time, including a detailed accounting of the time already provided for the request; and,
 - iii. What the consequences will be if the extension is denied.
 - c. Contractor shall maintain a telephone log of all consultation calls including date, name of contact, organization name, topic of call, and length of call (start and end times).
14. Regional Training Events
 - a. Contractor shall conduct a minimum of three regional training

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events, one each in Northern California, Central California and Southern California. Contractor shall ensure training events are marketed to county administrators, community colleges, providers, counselors and other key representatives within the field to ensure maximum impact and awareness of assistance.

- b. Projected TA trainings and dates shall be included in the Project Work Plan. Contractor shall obtain approval from ADP's Project Representative 15 workdays prior to each training event. The plan must include the items listed below:
 - i. Objectives of the training;
 - ii. Outline of curriculum to be presented;
 - iii. A pre-training and post-training participant survey form to assess participants' knowledge;
 - iv. Copies of all handout materials provided to participants;
 - v. Names and resumes of presenters (substitute presenters may not be used without first gaining the approval of the ADP Project Representative;
 - vi. Occupational categories of intended participants;
 - vii. Location, date, time and agenda;
 - viii. Evaluation forms to be completed by participants. The contractor will submit the completed evaluations to the ADP Project Representative with the monthly progress report; and,
 - ix. Proposed hours for preparation time.

C. CLAS Guidelines Development

The Contractor shall develop and disseminate CLAS guidelines that identify and document evidence-based and best practice models for cultural and linguistic competency for AOD agencies. The guidelines are intended to improve standardization across the AOD treatment and recovery field, which will greatly influence client/consumer satisfaction, and improve the quality of services and positive client outcomes. Guidelines will also serve as:

- 1. An educational resource for policymakers and professionals working in AOD treatment and recovery services field;
- 2. A guide for other social services agencies and specialized courts for choosing and placing clients in effective AOD programs;
- 3. A benchmark for counties and programs to establish their own written cultural competence protocols for AOD treatment and recovery services based on local needs; and

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4. A foundation to start the policy discussion on the development of potential AOD CLAS regulations for the State of California. The Contractor shall be responsible for the following tasks:
 - i. Establish and work with a stakeholder workgroup to develop the guidelines;
 - ii. Ensure that the development processes are rigorous and documented;
 - iii. Prepare a draft of the guidelines for review by stakeholders and ADP;
 - iv. Make changes in response to the recommendations;
 - v. Publish and disseminate the final full guidelines.

D. Marketing

The Contractor shall develop and implement statewide marketing strategies to inform the AOD treatment and recovery field of the Contractor's services to assure statewide access and service. At a minimum, marketing strategies shall include:

1. Development and distribution of 1) a publication describing all the Contractor's services, including assessment, training and TA, library/resources, development of CLAS guidelines and opportunities for stakeholder involvement; and 2) assessment and training notices that include information on the topic, location, and how to register. Publications and event notices must specify that all services provided are under this ADP contract and are at no cost to the recipient.
2. Contractor will create a website, if one does not already exist, which will be linked to ADP's website. The website will contain information on the TA services available through this contract. Website updates shall be approved by ADP Project Representative prior to being linked and if there are significant changes made to the website.
3. Development and maintenance of a CLAS website with information available on all contractor services, including an overview, events calendar, downloadable publications, and registration forms. The site shall be hyper-linked to the ADP website and other related and appropriate sites likely to be accessed by AOD agencies, such as the Office of Minority Health. The website shall also include the

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information described in Component C of the RFP. All information related to ADP must be approved by ADP Project Representative prior to posting on the website.

E. Research/Clearinghouse

The Contractor shall serve as a clearinghouse for research and resources on evidence-based and promising practice models in cultural competence related to the provision of AOD services and improving client outcomes. Specific activities include the following:

1. Continuously review research to identify issues, emerging trends, new approaches, effective strategies, and evidence-based models related to cultural competence. Research shall include models that address language barriers among direct service staff and the importance of having translated material for increased client/consumer understanding, participation and retention.
2. Make research findings (reports, articles, curriculum, and other reference materials) available to AOD agencies and other interested agencies by organizing them compendium style on the Contractor's CLAS website. The contractor shall work with other resources sharing venues, such as ADP's Resource Center, to ensure that AOD agencies have easy access to the information.
3. Make the resource material available in threshold languages and stress the importance of having a workforce fluent in commonly encountered groups represented in their service areas.
4. In the monthly report, report on the research findings and how they were distributed/disseminated.

F. Performance Evaluation

The Contractor shall continuously evaluate performance in meeting the overall contract goal of improving CLAS and client outcomes among AOD agencies. Specifically, the Contractor shall do the following:

1. Distribute an evaluation form to all individuals/entities receiving services and encourage all individuals/entities to complete the form. The evaluation form shall include, at a minimum, all of the questions contained in the attached sample (Attachment IV, Technical Assistance Evaluation). In addition, the Contractor shall include additional questions that will objectively assess the extent to which the recipient of training and/or TA has acquired new knowledge and/or

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skills. A summary of the completed evaluations shall be submitted to ADP's TA Project Coordinator with the monthly progress report.

2. Follow up with recipients of training and/or TA to assess the quality of services provided and ensure desired outcomes were achieved. The follow-up evaluation form shall be distributed to recipients within 30 days following the training and/or TA service. The follow-up evaluation form shall, at a minimum, include all of the questions contained in the attached sample (Attachment V, Technical Assistance and Training 30 Day Follow-Up Evaluation). In addition, the Contractor shall include additional questions that determine how the recipient is using the newly acquired information or skills. A summary of the completed follow-up evaluations shall be submitted to ADP's TA Project Coordinator with the monthly progress report.
3. Develop and implement a performance measurement process that identifies opportunities for continuous improvement. The process shall include a component to compare performance against internal and external standards.
4. Develop and implement an evaluation component that measures process and client outcomes among service recipients to determine the effectiveness of assessment and training and TA efforts.
5. Develop and maintain a matrix that identifies and tracks progress against contract goals and deliverables.

G. Revised Project Work Plan

1. After 60 days of the initial contract award date; the Work Plan will, if necessary, and with the approval of ADP, be revised to ensure it is consistent with the required performance under the contract.
2. Once approved in writing by ADP Project Representative, the revised Project Work Plan will replace the original Proposed Project Work Plan and will become a binding part of the agreement.
3. ADP reserves that right to require an amendment to the project work plan on an annual basis, if necessary, based on the Contractor's performance and completion of services meeting the intended goal throughout the contract term.

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H. Administrative/Fiscal Experience and Project Budget

1. The Contractor shall possess an organizational/management structure with clear roles and responsibilities.
2. Contractor shall have sufficient prior administrative and fiscal experience to effectively implement and manage all components of the project, and the project budget along with having the capability to build upon from prior experience for this project.

10. PROJECT WORK PLAN

Project Work Plan is based on the bidder's response to ADP RFP 10-09.

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1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, ADP agrees to pay the Contractor not more frequently than monthly in arrears, for actual expenditures incurred, upon receipt and approval of invoices.
- B. Invoices must be billed to ADP, signed by an authorized representative, and include:
- Agreement number (XX-XXXXX)
 - Time period covered: (XX/XX/XXX thru XX/XX/XXXX)
 - Costs for Services completed for the period shall be identified and shall be in accordance with contract budget line items
- C. Submit invoices to ADP's Project Representative listed in Attachment II.
- D. ADP may request additional detail to support any cost stated on an invoice. Cost claimed on invoices must be consistent with activities and/or services rendered as detailed within the budget. Invoices will be carefully reviewed to ensure a direct link between activities and/or services and expenditures.

2. BUDGET CONTINGENCY

It is mutually agreed that if the State of California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, ADP shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement; and,

Contractor shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, ADP shall have the option to either cancel this Agreement with no liability occurring to ADP, or offer an agreement amendment to Contractor to reflect the reduced amount.

ADP retains the right to cancel this contract, without cause, with 30 days notice to the Contractor.

3. FEDERAL FUNDS TIME LIMIT

This contract is funded 100% by federal funds. These federal funds are time limited. In order for the Contractor to receive payment from the federal funds identified in this contract, the Contractor must submit invoices and reports within 30 days of the contract ending date. Failure to submit invoices and reports within the timeframes specified in the Contract will result in such invoices not being paid if the time for which such funds

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are available has expired.

Progress payments are permitted for work performed under this contract. Ten percent of the invoiced amount shall be withheld pending final completions of the contract, receipt, and acceptance by ADP of any final reports required under the contract. For those contracts that consist of entirely separate tasks per year, any funds withheld with regard to tasks for a specific year may be paid upon completion of all tasks for that year.

4. TEN PERCENT (10%) WITHHOLDING)

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, ADP shall withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by ADP and only released to the Contractor upon ADP's staff determination that the Contractor has satisfactorily completed all of the required services or completed required tasks as stated in the Progress Payment clause.

Contractor shall submit a final invoice requesting reimbursement of the 10% withheld. See Final Invoice of Attachment II herein for an example of a recommended final claim format. You may use this invoice or your organization's forms or letterhead to submit your final claim.

5. CONTRACT BUDGET

Expenditures relating to this project shall be in accordance with the accepted budget identified herein.

6. MINOR BUDGET REALLOCATIONS (INFORMAL)

Minor budget reallocations, without formal amendment, may be allowed subject to the State's review and approval. Such approval may only be given if the reallocation is for causes outside the bidders control and could not be reasonably foreseen at the time of the bid, and is subject to the follow limitations:

Contractor shall submit a written justification of the need for any reallocations, along with an explanation of how the funds will be adjusted. Justifications must be approved by ADP's Project Representative and their immediate supervisor. The Project Representative will provide written notification of approval or disapproval to the Contractor. Upon approval, the signed justification will be placed in the contract file. ADP reserves the right to deny any reallocations. Minor budget reallocations that have the effect of changing any of the contract's Scope of Work, deliverables, objectives or methods will not be approved and will require a formal amendment.

The budget format consists of personnel and operating expenses categories; and if

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applicable indirect and/or administrative cost categories, within these categories are line items.

The Contractor's indirect or administrative cost percentage may be decreased but not increased.

Funds may be moved between line items within categories or between categories up to \$15,000 dollars or 10% of the lowest budget category total, whichever is lower.

Consultant and subcontractor line items may only be increased or decreased by 10% of their original amount.

Line items may not be added or deleted under this provision.

If the contract budget has been formally amended, minor reallocation amounts will be subject to the aforementioned limitations, applied to the amended budget amounts.

It is further understood that in no event shall the maximum amount payable under this Agreement exceed the amount specified on the face sheet of this Agreement. If this contract contains more than one annual budget, funds may not be transferred between the budget years without a formal amendment. In addition, reallocations that would have the effect of reducing Contractor's Disabled Veteran Business Enterprise (DVBE) commitments may not be made. Reallocations that exceed the above stated limits will require a formal amendment.

7. BUDGET ADJUSTMENTS - AMENDMENT REQUIRED

Contractor may request formal amendment to this Agreement for changes to the budget that exceed the provisions of the Minor Budget Reallocations (Informal) clause herein. Said request must include:

- A. A written statement of the adjustment requested;
- B. A detailed description of why the adjustment is necessary;
- C. How the need for the adjustment came about;
- D. Indicate the adverse effects of not approving the requested adjustment;
- E. Indicate other alternatives available; and,
- F. Include a revised budget with columns showing the original budget amounts, the adjustment(s), and the new amounts.

A formal amendment requires all necessary reviews and written approvals in advance of the effective date of such requested changes. ADP reserves the right to deny any request to amend this Agreement.

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8. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

9. EXPENDITURES

Principles for determining allowable expenditures under this contract are as outlined in one of the following applicable, as determined by ADP, Office of Management and Budget (OMB) circulars:

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Government
OMB Circular A-21, Cost Principles for Educational Institutions
OMB Circular A-122, Cost Principles for Non-Profit Organizations

These circulars are available on the Internet at the following address:
www.whitehouse.gov/OMB/circulars/index.html

10. TRAVEL AND PER DIEM

Reimbursement for travel and per diem expenses from ADP under this Agreement shall, be at the rates currently in effect as established by the California Department of Personnel Administration (DPA) and available on the internet at the following address: <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior written authorization from ADP.

11. OTHER ALLOWABLE COSTS

Taxi fares, airport shuttle fares, parking, etc. are reimbursable as used in connection with State business, providing original receipts are submitted with the claim.

12. COST DOCUMENTATION

Contractor shall maintain adequate documentation of each transaction to permit determination and allow auditing of expenditures reimbursed by ADP. If allowed expenditures cannot be determined because records of the Contractor are nonexistent or inadequate, according to generally accepted accounting principles, the questionable cost shall be disallowed by ADP.

ATTACHMENT II
BUDGET DETAIL AND PAYMENT PROVISIONS
SAMPLE CONTRACT

13. AUTHORIZATION FOR PURCHASES

Prior authorization in writing by ADP will be required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$5,000 for any articles, supplies, equipment or services or for any fee, or other payment, except for public utility services, and for consultation costs exceeding \$350 per day.

The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price.

For purchases of any said articles, supplies, equipment, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. If other than the lowest bidder or a sole-source provider is selected, justification must be presented to ADP for prior approval.

14. FEDERAL FUNDS (Applies to contracts funded in whole or part by Federal funds)

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to ADP by the United States Government for the Fiscal Year(s) covered by this agreement for the purposes of this program.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

15. REVENUE RESTRICTIONS

Contractor agrees that any fees, refunds, rebates, credits, interest or other amounts accruing to or received by the Contractor under this Agreement shall:

- A. Be adequately documented as to their receipt and use. Such documentation shall be provided to ADP upon request.

**ATTACHMENT II
BUDGET DETAIL AND PAYMENT PROVISIONS
SAMPLE CONTRACT**

- B. Be utilized to off-set project costs approved by the ADP in writing.
- C. Be paid by the Contractor to ADP, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by ADP under this Agreement, if not utilized to off-set project costs.
- D. Unless stated in the Scope of Work of the contract, Contractor may not charge participants a registration fee or fee for service.

16. BUDGETS

Budgets are based on the bidder's response to the ADP RFP 10-09 three year contract term.

17. BUDGET JUSTIFICATION

Budget Justification is based on the bidder's response to ADP RFP 10-09 three year contract term.

ATTACHMENT II
BUDGET DETAIL AND PAYMENT PROVISIONS
SAMPLE CONTRACT
INVOICE

Billed To:

Dept. of Alcohol and Drug Program
 Attn: _____
 1700 K Street, __ Floor
 Sacramento, CA 95814-4037

Contractor:

Contract #: _____

See Invoice Instructions on next page

BUDGET LINE ITEMS (Must match approved contract)	BEGINNING BALANCE (1)	REVISIONS (2)	ADJUSTED BALANCE (3)	CURRENT EXPENSES (4)	ENDING BALANCE (5)
PERSONNEL SERVICES					
TOTAL PERSONNEL SERVICES					
OPERATING EXPENSE					
TOTAL OPERATING EXPENSES					
INDIRECT/ADMIN. COST					
GRAND TOTAL					
LESS 10% WITHHOLD					
AMOUNT OF INVOICE					

FOR ADP USE ONLY

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
X		
PROJECT REPRESENTATIVE	DATE	
FUNDING INFORMATION FOR THIS INVOICE		
FEDERAL GRANT NAME AND AWARD YEAR		
STATE FISCAL YEAR		
INDEX	OBJECT	PCA

FOR CONTRACTOR'S USE

PLEASE USE BLUE INK FOR SIGNATURE	
X	
CONTRACTOR'S ORIGINAL SIGNATURE	
DATE	
CONTACT PERSON (PLEASE PRINT)	
TELEPHONE NUMBER	
EMAIL ADDRESS	

**ATTACHMENT II
BUDGET DETAIL AND PAYMENT PROVISIONS
SAMPLE CONTRACT**

INVOICE INSTRUCTIONS

BUDGET LINE ITEMS: Enter the line items exactly as budgeted in the approved contract.

COLUMN (1) “BEGINNING BALANCE” - Enter the Ending Balance, column (5), of the prior invoice. (For the initial “Beginning Balance” enter line items exactly as budgeted in the approved contract).

COLUMN (2) “REVISIONS” – Use this column only if making revisions to the contract budget which are necessary to accommodate current expenses listed on invoice.

NOTE: Please read your contract to determine your budget revision limitations.

COLUMN (3) “ADJUSTED BALANCE” – Use this column only when column (2), Revisions, was used. Column (1) plus/minus column (2) = column (3).

COLUMN (4) “CURRENT EXPENSES” – Enter expenses to be claimed by this invoice. These amounts must not exceed the adjusted balances in column (3).

COLUMN (5) “ENDING BALANCE” – The amounts in this column are arrived at as follows:

A. Column (1) minus column (4) = column (5).

B. If a revision was made, column (3) minus column (4) = column (5).

NOTE: Column (5) becomes the Beginning Balance, column (1) on your next invoice.

**ATTACHMENT II
BUDGET DETAIL AND PAYMENT PROVISIONS
SAMPLE CONTRACT**

FINAL INVOICE

Billed To:
Dept. of Alcohol and Drug Programs
Attn: _____
1700 K Street
Sacramento, CA 95814-4037

Contractor: _____

Contract #: _____

This is our claim for the 10% that has been withheld from our monthly invoices.

MONTH	AMOUNT
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
TOTAL	

Please pay this amount less any outstanding amounts owed to ADP.

I hereby certify that all goods, services and required reports have been received pursuant to the contract.	PLEASE USE BLUE INK FOR SIGNATURE
X	X
PROJECT REPRESENTATIVE DATE	CONTRACTOR'S ORIGINAL SIGNATURE
FUNDING INFORMATION FOR THIS INVOICE	DATE:
FEDERAL GRANT NAME AND AWARD YEAR	CONTACT PERSON (PLEASE PRINT)
STATE FISCAL YEAR	TELEPHONE #:
INDEX OBJECT PCA	EMAIL ADDRESS:

**ATTACHMENT II
BUDGET DETAIL AND PAYMENT PROVISIONS
SAMPLE CONTRACT**

SAMPLE BUDGET FORMAT

PERSONNEL SERVICES

	<u>Salary Range Monthly/Hourly</u>	<u># Months or Hours</u>	<u>Percent of time</u>	<u>Total Amount</u>
Position Classification	\$____ - \$____	_____	_____	\$_____
Position Classification	\$____ - \$____	_____	_____	\$_____
Position Classification	\$____ - \$____	_____	_____	\$_____
Subtotal Personnel				\$_____
Fringe Benefits (____ %)				\$_____
TOTAL PERSONNEL SERVICES				\$_____

OPERATING EXPENSES

Rent (\$____/sq. ft. x ____ sq. ft. x ____ (time))	\$_____
Consultants (cost per hour/day and # of hours/days)	\$_____
Travel and per-diem (Consultant)	\$_____
Travel and per-diem (Staff)	\$_____
Telephone/FAX	\$_____
Postage	\$_____
Office Supplies	\$_____
Printing and Duplication	\$_____
Equipment (Rental, Use Allowance or Depreciation (List type of equipment))	\$_____
Subcontractor	\$_____
TOTAL OPERATING EXPENSES	\$_____
DVBE subcontractor	\$_____
INDIRECT COSTS (____% x \$_____)	\$_____
TOTAL BUDGET	\$_____

NOTE: Line items listed are samples only. Bidder is to list those personnel and operating expenses needed to support their proposal.

ATTACHMENT II
GENERAL TERMS AND CONDITIONS
SAMPLE CONTRACT

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language.

**ATTACHMENT II
SPECIAL TERMS AND CONDITIONS
SAMPLE CONTRACT**

1. AMENDMENTS

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

2. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000. (PCC 10369)

3. CONFLICT OF INTEREST

Contractor acknowledges that state laws on conflict of interests, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code, Section 1090, apply to this contract.

4. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Project Representative. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with ADP's Project Representative, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons thereof. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, set forth below.
- B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Project Coordinator. Contractor's letter of appeal must be submitted within ten (10)

**ATTACHMENT II
SPECIAL TERMS AND CONDITIONS
SAMPLE CONTRACT**

working days of the receipt of the Division Deputy Director's written decision. The Chief Deputy Director shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

5. RIGHT TO TERMINATE

- A. **Termination without Cause:** ADP reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor.
- B. **Termination for Cause:** ADP can terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on ADP's notification letter to the Contractor.

6. RIGHT TO SUSPEND

- A. ADP has the right to suspend performance of this contract to comply with any Executive Order. The initial notification may be a verbal directive issued by either the ADP Contract Representative or the ADP Contracts Manager. Once the Contractor is notified that ADP is suspending the contract, all services and deliverables related to this contract will cease.
- B. Written notification with directions on how the suspension will proceed will be provided within 30 days of the verbal notification. Any resumption of work will be at ADP's discretion. If the contract resumes, any changes to services, deliverables, and/or dates resulting from the contract suspension shall be at ADP's discretion.

7. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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SPECIAL TERMS AND CONDITIONS
SAMPLE CONTRACT**

8. HIPAA PROVISION

If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. ADP reserves the right to amend this Contract to assure compliance with HIPAA.

9. COMPUTER SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

10. CONTRACT PRODUCT REVIEW

- A. All contract products produced under this contract shall be developed in accordance with the requirements stated in the scope of work.
- B. Prior to release, ADP shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use its best efforts to incorporate requested changes.

11. CONTRACT PRODUCT DISCLAIMER/CREDIT STATEMENTS

- A. If requested by ADP, products, including published materials, reports, brochures, posters, videos, etc., developed or used as part of this contract, shall contain the following or similar disclaimer statement: "The opinions, findings, and conclusions herein stated are those of the authors and not necessarily those of the State of California, Department of Alcohol and Drug Programs."
- B. If requested by ADP, products, including printed materials, reports, brochures, posters, videos, etc., developed or used as part of this contract, shall contain the following or similar credit line: "Support for this project has been given by the State of California, Health and Human Services Agency, Department of Alcohol and Drug Programs."

12. RIGHTS IN DATA

- A. Subject Data. As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract.

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SPECIAL TERMS AND CONDITIONS
SAMPLE CONTRACT**

The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

- B. Federal Government and State Rights. Subject only to provisions of number C below, the Federal Government and State of California may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.
- C. License to Copyrighted Data. In addition to the Federal Government and State of California rights as provided in number B above, with respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant to the Federal Government and State of California a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State of California or Federal Government purpose and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- D. Marking and Identification. Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon Subject Data, and if such markings are affixed, the Federal Government or State of California shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- E. Subcontractor Data. Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use sections A, B, C, and D of this clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Federal Government's or State of California's rights in that subcontractor Subject Data.
- F. Deferred Ordering and Delivery of Data. The Federal Government or State of California shall have the right to order at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as ordered.

The Contractor shall exercise its best efforts to prepare and deliver such data as ordered. The Federal Government's or State of California's right to use data delivered pursuant to this paragraph shall be the same as the right in Subject Data as provided in paragraph (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date of acceptance

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SPECIAL TERMS AND CONDITIONS
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of such items. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustments or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State of California and/or Federal Government, whichever ordered the production of the data.

13. CONTRACT PRODUCT RIGHTS AND LICENSES

Contractor shall use its best efforts to secure all rights and licenses necessary for the creation, production, or development of the products executed under this contract.

14. PRIOR APPROVAL OF TRAINING EVENTS/CONFERENCES

Contractor will be required to obtain prior state approval of the locations, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training event, seminar, workshop, or conference and for any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media. This requirement does not apply to necessary staff meetings to conduct routine business matters.

15. DOMESTIC PARTNERS ACT

Pursuant to Public Contract Code, Section 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

16. PUBLICATIONS – ALTERNATIVE FORMATS

- A. **American Disability Act (ADA):** In accordance with the California Government Code section 11135 and Title II, ADA federal statute 12131 requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability."
- B. **Limited English Proficiency (LEP):** Publications must be made available in other languages if requested by a person with limited English proficiency. Contractor is responsible for providing publications in alternative formats.

17. DOCUMENTS AND WRITTEN REPORTS

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SPECIAL TERMS AND CONDITIONS
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Any document or written report prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000.

18. INCORPORATED REQUEST FOR PROPOSAL DOCUMENTS

This agreement is comprised of the terms of this Standard Agreement (STD 213) including Exhibits and the following Request for Proposal (RFP 10-09) documents which are incorporated herein and made a part of this contract by this reference:

- A. Request for Proposal ADP RFP 10-09 entitled: Treatment and Recovery Technical Assistance and Training for Improving Alcohol and Other Drug (AOD) Treatment and Recovery Services to California's underserved populations using culturally and linguistically appropriate strategies. This RFP is on file at the ADP, Contracts Office.
- B. The contractor's written proposal in response to ADP RFP 10-09. This proposal is on file at ADP, Contracts Office.

19. ORDER OF PRECEDENCE

In the event that there are any inconsistencies and/or ambiguities between this contract and any incorporated documents, the following order of precedence shall be used to interpret the contract requirements.

- A. Applicable State and Federal laws;
- B. The terms of the Standard Agreement (STD 213) including all exhibits and attachments;
- C. Request for Proposal ADP RFP 10-09 entitled: Treatment and Recovery Technical Assistance and Training for Improving Alcohol and Other Drug (AOD) Treatment and Recovery Services to California's underserved populations using culturally and linguistically appropriate strategies and;
- D. The contractor's response to ADP RFP 10-09.

20. EDITORIAL GUIDELINES

Contractor shall use its best efforts to use the following guidelines when writing or speaking about alcohol and other drugs:

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“Alcohol and other drugs” is the preferred expression when writing or speaking about drugs, including alcohol. In referring to problems associated exclusively with alcohol, there is no need to use the expanded expression.

“AOD” is an abbreviation that may be used in place of “alcohol and other drugs.” It should be defined at first mention in each chapter or section. It is better used as a modifier (e.g., “AOD use/abuse”) than as a noun (e.g., “the use of alcohol and other drugs”). The judicious use of the term AOD is helpful where it aids conciseness and clarity and should not be employed as a wholesale replacement for the complete expression.

“AOD use (or abuse) prevention,” “AOD problem prevention,” or preventing alcohol and other problems” (or, as appropriate, “use,” “misuse,” or “abuse”) are preferable expressions rather than “AOD prevention.” Alcohol and other drugs cannot be prevented; only their use, misuse, or abuse can be prevented.

Illegal vs. Illicit: Drugs themselves are either illicit or licit; their use can be either illegal or legal. For example, the purchase or public possession of alcohol, licit drug, is illegal for underage youth.

War metaphors such as “war on drugs” are generally not appropriate in prevention message. The various aspects of prevention can be communicated effectively without using military language, which is offensive to many cultures and individuals, and may imply that prevention can be accomplished just by eliminating the drug supply from our Nation.

The term “use” should be employed when making statements about people who should not drink alcohol: youth, pregnant women, recovering alcoholics, or operators of motor vehicles or other machinery. Otherwise, the terms “misuse” and “abuse” are more appropriate. Concerning illicit drugs, the term “use” may connote less of a judgment than the term “abuse,” which may imply that “use” is permissible but “abuse” (undefined) is not. Controversy surrounds this issue, but efforts should be made to be clear about intended meaning.

Because a person does not have to be drunk to be impaired, the term “alcohol-impaired driving” or “drinking and driving” is preferable to “drunk driving.” When writing about vehicle collisions associated with alcohol and other drug use, use “crashes,” “injuries,” or “incidents.” “Accident” suggests that the event was random, inevitable, and therefore could not have been avoided.

Use “safety belt” instead of “seat belt” to emphasize the protective benefits of this device.

Whenever possible, attempt to be specific regarding the alcoholic beverage under discussion rather than using the general terms “liquor” or “spirits.”

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“Alcohol and other drug use” or “abuse” is preferable over “substance abuse” or “substance use.”

Avoid the generic use of the terms “chemical use” and “chemical abuse” unless referring directly to chemically produced drugs.

Avoid using the term “hard” or “soft” drugs because these terms imply that some drugs, such as marijuana, are virtually harmless.

Use “injected drugs” or “injectable drugs” rather than the term “IV drugs” or “IV use.”

Avoid the term “recreational use of drugs,” which trivializes drug-taking behavior.

Use “mind-altering drugs” rather than “mood-altering drugs” because the latter does not reflect the potentially powerful physiological effects of alcohol and other drugs.

Use “crack cocaine” instead of “crack” because crack cocaine is a derivative of cocaine.

Avoid phrases such as “getting high,” “tripping out,” or “hooked.” These slang expressions trivialize the effects of alcohol and other drug use.

Avoid using derogatory terms such as “drunks,” “potheads,” “dope fiends,” or “drug addicts.” These expressions show a lack of respect for individuals with alcohol and other drug problems.

Use “spitting tobacco” instead of “smokeless tobacco” or “chewing tobacco” to deglamorize the product and to place emphases on the mouth and throat areas where medical problems associated with these products can occur.

Use “housing development” instead of “housing project,” “slum,” or slum dwelling.”

**ATTACHMENT II
ADDITIONAL PROVISIONS
SAMPLE CONTRACT**

1. FEDERALLY FUNDED CONTRACTS

The following laws apply to persons or entities doing business with the State of California with federal funds.

A. Federal Laws - Substance Abuse Prevention and Treatment Block Grant

This contract is governed by Government Code 16366.1 and following; the federal authorization provisions of Title 42 United States Code (U.S.C.), 300x-21 et seq.; and, Title 45 Code of Federal Regulations (CFR), Part 96. The Catalog of Federal Domestic Assistance Number is 93.959.

B. Prohibition Against Supporting Lobbying Activities

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal Grant funds and is not intended to offset your right, or that of any other organization, to petition Congress, or any other level of Government, through the use of other resources. (Reference 31 U.S.C. 1352)

C. Salary Restriction

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to pay the salary of an individual at a rate in excess of the amount set by the federal National Institute of Health.

Reference: http://grants.nih.gov/grants/policy/salcap_summary.htm.

Note: At the time of this writing the cap was \$199,700 per year direct salary exclusive of overhead, fringe benefits, and general and administrative expenses.

D. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

1. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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ADDITIONAL PROVISIONS
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2. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
(Reference: 29 CFR, Part 98, Section 98.510)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attached an explanation to this proposal.

The contractor agrees that it will include the above debarment clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Lower tier covered transactions is defined as:

1. Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.
2. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a primary covered transaction.
3. Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are: a) principal investigators, b) providers of Federally-required audit services, and c) researchers

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ADDITIONAL PROVISIONS
SAMPLE CONTRACT**

F. Federal Grant Fund Restrictions

Federal Funds Time Limit

This contract is funded 100 percent by federal funds. These federal funds are time limited. In order for the Contractor to receive payment from the federal funds identified in this contract, the Contractor must submit invoices and reports within 30 days of the contract ending date. Failure to submit invoices and reports within the timeframes specified in the contract will result in such invoices not being paid if the time for which funds are available has expired.

Federal Funds (Applies to contracts funded in whole or part by Federal funds)

ADP has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

Because this is a cost reimbursement contract, contractor shall comply with the cost principles established by the applicable OMB Circular: A-87—for State, local, or Indian tribal governments; A-122—for Private nonprofit organizations other than an (1) Institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular; A-21—for Educational institutions; Title 48 Code of Federal Regulations Part 31.2.

Funding for this project is provided through a federal grant and is contingent upon the availability of such funds for this purpose. Federal grant funds provided by this RFP cannot be used for the following:

1. Providing inpatient hospital services for alcohol or drug abuse programs.
2. Providing services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
3. Making cash payments to intended recipients of health services.
4. Purchasing or improving land, purchasing, constructing, or permanently improving any building or other facility; or purchasing major medical equipment.
5. Satisfying any requirement for the expenditure of nonfederal funds as a condition for the receipt of federal funds.

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6. Providing financial assistance to any entity other than a public or nonprofit private entity.
7. Providing individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
8. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of Executive Level I, as currently listed on the following website: <http://www.opm.gov/oca/10tables/html/ex.asp>. As of January 1, 2010, this amount is \$199,700.
9. Lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan or in connection with legislation.
10. Additional restrictions on lobbying (Appropriations Act Section 503)
 - a. No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.
 - b. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before 'congress or any State legislature.

**ATTACHMENT III
TECHNICAL ASSISTANCE APPLICATION**

**Alcohol and Other Drug (AOD) Agencies
Technical Assistance Project**

ADMINISTERED BY (*CONTRACTOR NAME*)
FOR THE
CALIFORNIA DEPARTMENT OF
ALCOHOL AND DRUG PROGRAMS

Please submit completed application **four weeks prior** to date of training to:

Name of Contractor:

Address:

Contact Person:

Telephone Number:

FAX Number:

E-mail Address:

**ATTACHMENT III
TECHNICAL ASSISTANCE APPLICATION**

A. APPLICANT INFORMATION

TA #:

Contact Person: _____	Title: _____
Organization: _____	
Address: _____	
City: _____	State: _____ Zip: _____ County: _____
Phone: _____	Fax: _____
E-Mail: _____	Website: _____

B. ORGANIZATION DESCRIPTION

1. Please check **one** of the following categories that best describes your organization:

- | | | |
|---------------------------------------------------------|----------------------------------------|----------------------------------------------|
| <input type="radio"/> Business/Professional Association | <input type="radio"/> City Agency | <input type="radio"/> Health Service Agency |
| <input type="radio"/> Board | <input type="radio"/> State Agency | <input type="radio"/> Law Enforcement |
| <input type="radio"/> Coalition/ Community Partnership | <input type="radio"/> Federal Agency | <input type="radio"/> Neighborhood/Housing |
| <input type="radio"/> Community-Based Organization | <input type="radio"/> Education K – 12 | <input type="radio"/> Religious Organization |
| <input type="radio"/> Treatment Provider | <input type="radio"/> College | <input type="radio"/> County ADP |
| <input type="radio"/> Other County Agency | <input type="radio"/> Other: _____ | |

2. How did you hear about our TA services? (Please check **one**.)

- | | | |
|----------------------------------------------------------------------------|--------------------------------------------|----------------------------------|
| <input type="radio"/> Training Event/Brochure | <input type="radio"/> Colleague | <input type="radio"/> Internet |
| <input type="radio"/> County Alcohol and Drug Program | <input type="radio"/> Previous Utilization | <input type="radio"/> Consultant |
| <input type="radio"/> State Department of Alcohol and Drug Programs (DADP) | <input type="radio"/> Other: _____ | |

3. Please write a brief description of your organization:

4. What is/are the primary funding source(s) for your organization?

**ATTACHMENT III
TECHNICAL ASSISTANCE APPLICATION**

C. TECHNICAL ASSISTANCE INFORMATION (Use additional paper, if necessary)

1. What kind of assistance is needed? (Check all that apply)

- ☐ Training ☐ Consultation ☐ Facilitation ☐ Product Development

Please Describe: _____

Identify your primary goal(s) to be achieved through the requested technical assistance or training.

Goal: _____

Outcome(s): 1. _____
2. _____
3. _____

2. Describe any previous attempts to address the TA need(s) or obtain consultation or other resources. Also describe the results of those attempts:

3. Proposed training date(s) or timeline: _____

4. Estimated number of participants: _____

5. Where will consultation occur? _____

6. Identify the geographic area(s) to be served by technical assistance or training service.

- ☐ County/Local ☐ Regional (inter-county) ☐ Statewide

7. Please identify the population(s) that will be most impacted by the technical assistance or training services. (Check all that apply)

Gender:

- ☐ Male ☐ Female ☐ Both

Age Group:

- ☐ Children ☐ Adolescents/Teens ☐ Adults ☐ Seniors
☐ No Specific Age

**ATTACHMENT III
TECHNICAL ASSISTANCE APPLICATION**

Ethnic Groups:

- ☐ African American ☐ Caucasian ☐ Native American ☐ No Specific Group
☐ Asian/Pacific Islander ☐ Latino ☐ Other: _____

8. Does your organization have resources to pay for or share the cost of the technical assistance or training services? ☐ Yes ☐ No
9. If yes, please describe the resources your organization can provide (e.g., funding for consultation fee, photocopy training materials, consultant's travel costs, etc.)

10. Are you requesting a specific consultant or consultants? ☐ Yes ☐ No

If yes, please specify: _____

**ATTACHMENT IV
TECHNICAL ASSISTANCE EVALUATION**

TA Number: _____

Client Agency: _____

Consultant(s) who provided service: _____

Evaluation completed by: _____

1. How helpful was the consultant's information?

___ No help ___ almost no help ___ of limited help ___ moderately helpful ___ very helpful

2. Please indicate how the information/assistance was helpful, or if it was not helpful, why.

3. Please tell us how the technical assistance was helpful in building the capacity of your organization.

4. If you have not found the information/assistance helpful yet, do you think it will be in the future?

☐ Yes ☐ No ☐ Not applicable

Please rate the consultation using a scale of 1 to 5 (1 is least effective, 5 is most effective).

1. (Contractor Name) arranged for the delivery of consulting services in a timely and adequate manner:

1 2 3 4 5

2. The consultant appeared competent in his/her field and brought the necessary background and experience for dealing with the designated problem area:

1 2 3 4 5

3. The consultant dealt fully and adequately with the specific areas of requested assistance.

1 2 3 4 5

4. The consultant's recommendations were timely, practical, and addressed our needs:

1 2 3 4 5

5. How would you rate the responsiveness of Contractor's consultants and staff in meeting your consulting needs?

1 2 3 4 5

Does your organization require additional assistance at this time? ☐ Yes ☐ No

Please add any additional comments or suggestions for improvement on the back of this page.

Thank you for your feedback!

If you have any questions or future technical assistance needs, please contact us:

Name of Contractor:

Address:

Contact Person:

Telephone Number:

FAX Number:

E-mail Address:

ATTACHMENT V
TECHNICAL ASSISTANCE AND TRAINING
30 DAY FOLLOW-UP EVALUATION

Contact Name: _____

Client Organization: _____

Address: _____

Consultant(s) who provided service: _____

Evaluation completed by: _____

Please respond to the following questions about the technical assistance or training you received through (insert Contractor name).

- | | <i>Very</i> | <i>Somewhat</i> | <i>Not Very</i> | <i>Not at All</i> | <i>Don't Know</i> | <i>N/A</i> |
|----------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. How useful was the TA or training to your organization? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. How relevant was the TA or training to your organization's goals? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | <i>Yes, Many</i> | <i>Yes, Some</i> | <i>No, Not Many</i> | <i>None at All</i> | <i>Don't Know</i> | <i>N/A</i> |
|--------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 3. Were you given practical examples during the TA or training? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Were you given suggestions for applying the information in your own organization? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- | | <i>Definitely</i> | <i>Probably</i> | <i>Probably Not</i> | <i>Definitely Not</i> | <i>Don't Know</i> | <i>N/A</i> |
|------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 5. Would you recommend TA or training to colleagues? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. In retrospect, was the time you spent in TA or training worthwhile? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

6a) If not, why?

7. What elements of the TA or training were most useful? *Please be specific.*

ATTACHMENT V **TECHNICAL ASSISTANCE AND TRAINING** **30 DAY FOLLOW-UP EVALUATION**

8. What elements of the TA or training were least useful? *Please be specific.*

9. What elements of the TA or training have you put into practice? *Please be specific.*

10. How often have you participated in the following activities since the TA or training?

	<i>Very Often</i>	<i>Often</i>	<i>Not Very Often</i>	<i>Never</i>	<i>Don't Know</i>	<i>N/A</i>
a) Shared some of the acquired information with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Used TA or training materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Applied ideas from the TA or training to the operations Of your organization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. Have you formally trained others in what you learned?

☐ Yes ☐ No

↓

If yes: a) How many people have you trained? _____

b) Whom did you train?

☐ Subordinates

☐ Supervisors

☐ Other colleagues

☐ Persons outside the organization

Thank you for your responses. Please write any additional comments or suggestions below, or feel free to contact:

Name of Contractor:

Address:

Contact Person:

Telephone Number:

FAX Number:

E-mail Address:

**ATTACHMENT VI
MONTHLY REPORT FORMAT**

- 1) Provide status update on each project goal and objective
- 2) The monthly report must include a summary of TA requests with a brief description of each request as indicated in the attached Technical Assistance Outcome Report outline.
- 3) Provide the following in table format (sample tables attached):
 - Table 1: Summary of TA Requests and Assignments
 - Table 2: Technical Assistance Day Utilization
 - Table 3: Technical Assistance Requests by County
 - Table 4: Referral Source
 - Table 5: Type of Organization Making Request
 - Table 6: Type(s) of Technical Assistance Needed
 - Table 7: Technical Assistance Subject Area
 - Table 8: Summary of Training Events
 - Table 9: Training Events This Month
- 4) Indicate any problems or difficulties identified during the month and methods used or recommendations for resolving problems or difficulties.

ATTACHMENT VI
MONTHLY REPORT FORMAT

TECHNICAL ASSISTANCE (TA) OUTCOME REPORT
(Provide the following information for each TA Provided)

1. Name / Address / Contact Person of Group Requesting Assistance
2. Name of TA Provider (Contractor or Consultant)
3. Date(s) TA Provided
4. Who was Trained (i.e., line staff, manager, board members, etc.)
5. Narrative Description of TA Services Provided
 - A. Background – Description of problem or need addressed by technical assistance.
 - B. Description of services provided
 - C. Number and description of target population(s) service is provided to.
 - D. Findings/Outcomes/Observations
 - E. Recommendations
 - F. Other
6. Amount of Hours Spent by TA Provider
 - _____ Preparation
 - _____ Travel
 - _____ Direct Services (Consultation and/or Training)
 - _____ Other (Specify) _____
7. Attach List and Copies of Relevant Materials (i.e., outlines, sign-in sheets, evaluation forms, etc.)

**ATTACHMENT VI
MONTHLY REPORT FORMAT**

TABLE 1

**Summary of TA Requests and Assignments
(Without Training Events)**

Technical Assistance	Number	
	Month	To Date
Total Requests		
Assignments Completed		
Assignments in Progress		
Requests Canceled		
Requests Referred		
Requests Denied		

TABLE 2

TA Day Utilization

Type of Activity	Days in Progress	Days Completed	Total Days
1) ADP Requested TA			
TA/Training			
2) Community Client Requested TA			
Served by consultants			
Served by Staff			
Served by Workshops			
3) Documents, Resource Development, Newsletters			
TOTAL			

**ATTACHMENT VI
MONTHLY REPORT FORMAT**

**Table 3
TA Requests by County**

County	Month Requests	Total to Date	Percent to Date	County	Month Requests	Total to Date	Percent to Date
Alameda				Placer			
Alpine				Plumas			
Amador				Riverside			
Butte				Sacramento			
Calaveras				San Benito			
Colusa				San Bernardino			
Contra Costa				San Diego			
Del Norte				San Francisco			
El Dorado				San Joaquin			
Fresno				San Luis Obispo			
Glenn				San Mateo			
Humboldt				Santa Barbara			
Imperial				Santa Clara			
Inyo				Santa Cruz			
Kern				Shasta			
Kings				Sierra			
Lake				Siskiyou			
Lassen				Solano			
Los Angeles				Sonoma			
Madera				Stanislaus			
Marin				Sutter			
Mariposa				Tehama			
Mendocino				Trinity			
Merced				Tulare			
Modoc				Tuolumne			
Mono				Ventura			
Monterey				Yolo			
Napa				Yuba			
Nevada				Statewide			
Orange				TOTAL			

**ATTACHMENT VI
MONTHLY REPORT FORMAT**

TABLE 4

Referral Source

Source	Requests in Month	Total to Date(TTD)	This Month as % of TTD	Percent to Date
Consultant				
County AOD Program				
Training Event/Brochure				
Internet				
Previous Utilization				
State ADP				
Colleague				
Unknown				
Other				
TOTAL				

TABLE 5

Type of Organization Making Request

Organization Type	Requests in Month	Total to Date (TTD)	This Month as % of TTD	Percent to Date
Board				
City Agency				
Community Partnership				
Community-Based Organization				
County AOD Program				
County Agency – Other				
Federal Agency				
Health Service Agency				
Law Enforcement				
Neighborhood/Housing				
Non-Profit Organization				
Professional Association				
Religion-Based Organization				
State ADP				
State Agency – Other				
Other				
Unknown				
TOTAL				

**ATTACHMENT VI
MONTHLY REPORT FORMAT**

TABLE 6

TA Subject Areas

Subject Area (Examples)	Requests in Month	Total to Date (TTD)	Total Type as % of Requests
Administration (laws, regulations, etc.)			
Adolescent Females			
CLAS Standard 1			
CLAS Standard 2			
CLAS Standard 4			
CLAS Standard 5			
Etc.			
Co-Occurring Disorders			
Cultural Competency			
Engagement Strategies			
Evaluation			
Language Access/Linguistic Competence			
Needs Assessment			
Program Development & Management			
Resource/Fund Development			
Strategic Planning			
Other			
TOTAL			

**ATTACHMENT VI
MONTHLY REPORT FORMAT**

TABLE 7

Type(s) of TA Needed*

Type of TA	Requests in Month	Total to Date (TTD)	Total Type as % of Requests
Technical Assistance/Consultation			
Training			
Facilitation			
TOTAL			

TABLE 8

Summary of Training Events

	Training Events Scheduled	Training Events Conducted To Date
Number		
Percent		

TABLE 9

Training Events This Month

Training	County	Date

ATTACHMENT VII
SAMPLE PROJECT WORK PLAN

1. PROGRAM GOAL: _____

2 OBJECTIVES	3 ACTIVITIES, TASKS AND SUBTASKS	4 PERFORMED BY (NAME/TILE)	5 EXPECTED OUTCOMES	6 EVALUATION MEASURE	7 ESTIMATED COMPLETION DATE

ATTACHEMENT VIII DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

REQUIREMENT EXEMPTION: If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **NOT** need to complete Option #1 or Option #2 of this form, please initial and date here to indicate you are exempt from this requirement. _____

Initial Date

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

**ATTACHMENT IX
COMMERCIALLY USEFUL FUNCTION COMPLIANCE**

Date: _____

Name of Bidder: _____

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all Small Businesses, Micro-Businesses and Disabled Veteran Business Enterprises to perform a “commercially useful function” in any contract they perform for the State.

A business that is performing a commercially useful function is one that does all of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved
- 3) Performs work that is normal for its business, services and function
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement, using the Commercially Useful Function Certification.

**ATTACHEMENT X
PROPOSAL/BIDDER CERTIFICATION SHEET**

This Proposal/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

For RFP Primary Only:

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information		
10. Bidder's Name (Print)		11. Title
12. Signature	13. Date	
<div>14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as one of the following:</div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><div>a. California Small Business Enterprise</div><div>Yes <input type="checkbox"/> No <input type="checkbox"/></div><div>If yes, enter certification number: _____</div></div><div style="width: 45%;"><div>b. Disabled Veteran Business Enterprise</div><div>Yes <input type="checkbox"/> No <input type="checkbox"/></div><div>If yes, enter your service code below: _____</div></div></div> <div>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending</div>		

**ATTACHMENT X
PROPOSAL/BIDDER CERTIFICATION SHEET**

Instructions

Complete the numbered items on the
Proposal/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT XI PROPOSAL CHECKLIST

ADP makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. Checking off the items on this checklist does not establish the bidder's intent nor does it constitute responsiveness to the RFP requirement(s).

This checklist is only a tool to assist participating bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of the final proposals cannot be overemphasized and are the responsibility of the bidder.

____ ATTACHMENT XI - Check List (a tool to assist you in preparing and must be included in proposal)

____ Technical Proposal Responses (indicate section numbers within proposal to follow the RFP).

____ Cost Proposal (with original signatures per Section 3.0).

____ Bidders shall submit one hard copy of their Bid Proposal with an original signature.

____ Five (5) copies of the proposal with one original/master clearly marked.

____ One electronic copy of proposal on CD-ROM in WORD format.

____ ATTACHMENT VIII - Signed or Initialed Darfur Contracting Act Certification

____ Bidder Non Profit information if applicable.

____ ATTACHMENT IX - Commercially Useful Function Compliance (complete if applicable).

____ ATTACHMENT X- Proposal/Bidder Certification Sheet (required).

____ Bidder References attached (or indicate page numbers within proposal where information can be found).

____ Preference Programs Documentation if applicable.